

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00033
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Texas Children's Health Plan - The Center d/b/a Texas Children's Health Plan - The Center for Children and Women** ("Grantee" or "Contractor"), having its principal office at 700 N. Sam Houston Pkwy W., Houston, TX 77067 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **3,307** Unduplicated Clients during the term of this Contract. Contractor acknowledges that the Assumptions stated in its Open Enrollment Application are rejected in their entirety.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed **\$728,423** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512)776-3561

Grantee

Texas Children's Health Plan - The Center d/b/a Texas Children's Health Plan - The Center for Children and Women
Address: 700 N. Sam Houston Pkwy W.
Houston, TX 77067
Attention: Tangula Taylor
Email: tlrtaylor@texaschildrens.org
Phone: (832)828-1540

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Texas Children's Health Plan - The Center d/b/a Texas Children's Health Plan - The Center for Children and Women
Address: 700 N. Sam Houston Pkwy W.
Houston, TX 77067
Attention: Tangula Taylor
Email: ttaylor@texaschildrens.org
Phone: (832)828-1540

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION


If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

DocuSigned by:

03CBA91FDC88403.
Name: Lesley French
Title: Associate Commissioner
Date of execution: 11/10/2016

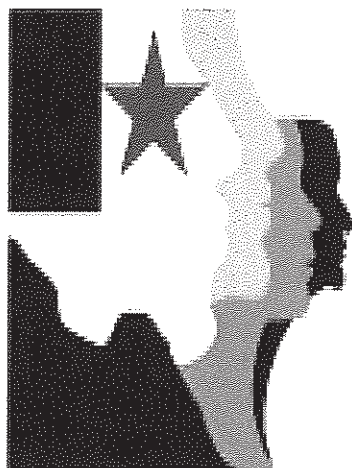
GRANTEE


Name: TANGULA TAYLOR
Title: AVP
Date of execution: 10/17/2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION**
- ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS**
- ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS**
- ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION**
- ATTACHMENT E – UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT F – SPECIAL CONDITIONS**
- ATTACHMENT G – GENERAL AFFIRMATIONS**
- ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT I – DATA USE AGREEMENT**

Attachment A – Healthy Texas Women Open Enrollment Solicitation



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily \(ESBD\)](#). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPi

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

The remainder of this page is intentionally left blank.

PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf	<input type="checkbox"/>	

REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

**Legal Business Name
of Applicant:** _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of
Applicant:**

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
---	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
 - b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
 - c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.
4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN
Program Component A
Program Administration and Management

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals:				
Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN
Program Component C
Professional Development

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN
Program Component D
Recruitment

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN
Program Component E
LARC Usage

Goals:				
Objectives	Activities	Measurement	Staff Responsible	Completion Date

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FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

**Legal Business Name
of Applicant:** _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name
of Applicant:** _____

Clinic Site # _____ **of** _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Applicant: _____

Clinic Site # _____ **of** _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

**Legal Business Name
of Applicant:**

Applicant's staff development calendar must include:

- This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant's form. Label Form L-1.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name
of Applicant:** _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

Appendix A: HHSC Healthy Texas Women Program Reimbursable Procedure Codes

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPJCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

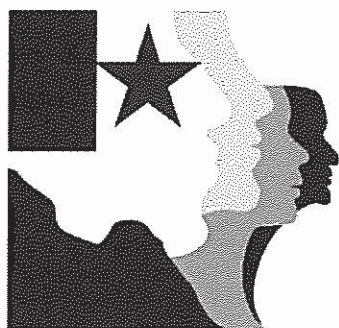
Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

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Note: Appendix C not
numbered in accordance
with Open Enrollment



TEXAS

Health and Human Services Commission

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

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Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

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- the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and
- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

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2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

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- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

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performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

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- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

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responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

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ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

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AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

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Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

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all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

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ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

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14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

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14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

% FPL**From Census Small Area Health Insurance
Estimates 2013****Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL**From Census Small Area Health Insurance Estimates
2013****Health Service Region - 6**

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

% FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 7

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

% FPL

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL**From Census Small Area Health Insurance Estimates
2013****Health Service Region - 9**

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 10**

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor's Revised Program Forms

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Respondent: Texas Children's Health Plan - The Center for Children and Women

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark "N/A" if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

<i>Billing Contact</i>	<i>Executive Director</i>
Last Name: Dams	Last Name: Taylor
First Name: Susie	First Name: Tangua
Salutation:	Salutation:
Title: Manager, Finance	Title: Director, Community Initiatives
E-mail: 024 ^{as} dams@texaschildrens.org	E-mail: ttaylor@texaschildrens.org
Phone: 832-828-1581	Phone: 832-828-1540

<i>Financial Director</i>	<i>Medical Director</i>
Last Name: Loudon	Last Name: Hollier
First Name: Justin	First Name: Lisa
Salutation:	Salutation:
Title: Director, Finance	Title: Medical Director, OB/GYN
E-mail: jkloudon@texaschildrens.org	Email: lmhollier@texaschildrens.org
Phone: 832-828-1026	Phone: 832-828-1543

<i>Primary Program Contact</i>	<i>Quality Assurance Contact</i>
Last Name: Hollier	Last Name: Dutta
First Name: Lisa	First Name: Ritu
Salutation:	Salutation:
Title: Medical Director, OB/GYN	Title: Assistant Professor, OB/GYN
Email: lmhollier@texaschildrens.org	Email: rxdutta@texaschildrens.org
Phone: 832-828-1543	Phone: 832-828-1417

PROGRAM FORM H: FUNDING REQUEST AND PERFORMANCE MEASURES**Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 728,423
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	3,307
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PROGRAM FORM I: WORK PLAN

Legal Business Name of Respondent: Texas Children's Health Plan – The Center for Children and Women

Program Component A - Program Administration and Management

Texas Children's Health Plan – The Center for Children and Women has experienced staff and a strong plan to ensure compliance with all program administration, quality improvement, training/development, recruitment, and patient care activities.

The Center for Children and Women ("The Center") is an innovative health care delivery model created in partnership with Texas Children's Health Plan and Baylor College of Medicine to provide primary care to members of Texas Children's Health Plan. The model embraces the tenants of a patient-centered medical home. The concept was developed to enhance the patient and family experience, promote the highest quality care and to bend the cost curve. We opened our first patient-centered medical home in 2013 in an underserved area of North Houston and the second in 2014 in Southwest Houston. In order to achieve the best outcomes for our patients, we enhanced care access by providing integrated services, including obstetrics and gynecology, all in one location. Other services provided within the single facility include pediatrics, behavioral health, radiology, pharmacy, optometry, dentistry, and laboratory. In recognition of the outstanding care provided, the National Committee for Quality Assurance recognized The Center for Children and Women as a Patient-Centered Specialty Practice (the first so recognized obstetrics practice in Texas).

Today, The Center is the medical home for 4,116 obstetric patients who are cared for through pregnancy and the postpartum period. With the support of the Healthy Texas Women's (HTW) program, The Center will be able to provide medical care, including contraception and preventive health services to women whose Medicaid expires 60 days after delivery. The program will allow this priority population access to contraception and preventive health screenings between pregnancies.

A. As part of the implementation of the program at The Center, we propose to provide the following services

1. Assisting eligible women with enrollment into the HTW fee-for-service program
2. Direct clinical care for women deemed presumptively eligible for the HTW Fee-For-Service Program
3. Staff development and training related to HTW Fee-for-Service Program service delivery
4. Client and community-based educational activities related to the HTW Program

B. Priority population to be served

Our priority population includes patients who have auto enrolled in the HTW program from STAR Medicaid, including those patients who received prenatal care at The Center for Children and Women. We also plan to direct our resources to the underserved women in Harris County who meet the eligibility criteria for the HTW program.

C. Organizational workforce and other infrastructure

Our **organizational workforce** is made up of 15 obstetrician/gynecologists and 5 certified nurse midwives. In each clinic, the providers are supported by teams of 3-5 registered nurses (including nurse care coordinators), 6-8 medical assistants, 4 receptionists, 2 ultrasound technologists, a genetic counselor, and 4 enrollment specialists. Behavioral health services are integrated and consist of social workers, clinical therapists (LMSW), psychologists and a psychiatrist. We also have dietitians who provide education and support for women with diabetes and other complications such as obesity; and health educators who lead classes on asthma, breastfeeding, and healthy life styles.

We are currently providing **obstetric and gynecologic services** for our clients including well woman examinations, pelvic exams, contraceptive services, cervical cytology (pap smear), screening/testing and treatment for sexually transmitted diseases, breast and cervical cancer screenings, cervical cancer diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services such as cholesterol screening, and screening for diabetes and hypertension. The pharmacy provides ready access to all forms of contraception, including oral, injectable and long-acting reversible contraception on site at The Center. Our providers have been trained in the use of intrauterine devices and certified in the insertion of Nexplanon. We have an active immunization program and provide Flu, Tdap, HPV vaccination, and Hepatitis A and B vaccination.

Our clinical practice is **strongly evidence-based**. Guidelines published by The American College of Obstetricians and Gynecologists, the Society for Maternal Fetal Medicine and the Centers for Disease Control and Prevention form the basis of specific Perinatal Guidelines and clinical policies used at The Center for Children and Women. These are supplemented by guidelines that are developed by the Medical Director with review and approval of the Leadership Team at The Center for Children and Woman along with The Center's Quality Operations Committee.

We are fortunate to have an Education Coordinator at each site who is tasked with creation and supervision of a wide variety of **training programs** to ensure that staff members all adhere to best clinical practices at each of our clinic locations. The education coordinator manages interdisciplinary clinical learning and performance improvement initiatives and is responsible for managing and training internal staff with multifunctional roles. It is the role of the education coordinator to assess the learning needs of staff and develop curriculums for education and training accordingly. The education coordinator plans, designs, develops, implements and validates competence of clinical staff members and implements development plans based on individual staff needs.

Our **research infrastructure** is strong. The foundation is the data infrastructure based in part on our electronic medical record and access to patient information via claims data. Along with the patient-level data from the electronic medical record, we utilize an enterprise data warehouse for data storage and retrieval. This allows us access to health care cost data so that we can best manage our member population. All our processes are quality-driven and we consistently follow a wide variety of quality metrics.

Financial and administrative systems are supported by Texas Children's Health Plan. Both Center for Children and Women locations were funded by an initial investment from Texas Children's Health Plan and The Center is a fully capitated at-risk model for the provision of health care services to a panel of women and children who are members of the Texas Children's Health Plan. The Center is responsible for the total cost of care for each of the members assigned to its panel. As such, in the care delivery model there is intense focus on wellness and holistic care that will generate downstream savings from reductions in unnecessary ER visits, avoided hospitalizations, and improved health outcomes. These savings provide the opportunity to reinvest in the mission of The Center by funding the upfront cost necessary to support operations.

D. IRB Approval

We do not currently conduct research on individuals who receive services through any HHSC-funded programs.

E. Organizational Chart. The organizational chart is available as Appendix C.

F. Job Descriptions. The following job descriptions have been included as Appendix D.

Director of Business Development and Community Initiatives (Executive Director)	Clinical Dietician
Medical Director	Patient Access Specialist (Receptionist)
Associate Medical Director (Clinical/Program Director)	Enrollment Specialist
Center Practice Leader (Practice Manager)	Community Relations Specialist
Education Coordinator	TCHP Director of Finance and Reporting
Obstetrician/Gynecologist	TCHP Financial Analyst
Certified Nurse Midwife	TCHP Manager of Finance
RN (Care Coordinator/Staff Nurse)	TCHP Senior Financial Analyst
Medical Assistant	

G. Design, implementation, and monitoring of the Healthy Texas Women Program Budget

Texas Children's Health Plan Finance Team will provide oversight and financial reporting relative to the Healthy Texas Women (HTW) Program budget. The Finance Team will serve as partners with The Center for Children and Women's ("The Center") leaders for designing and monitoring the HTW budget. All variables specified for inclusion in the cost-based reimbursement model will be based on 735 presumptive eligible clients served by the HTW Program. There is currently an existing process in place to monitor The Center for Children and Women's performance, including comparison to budget and prior year. This process includes a monthly packet sent out to leadership, monthly meetings held to review results and quarterly strategy meetings. These meetings currently include the Finance Manager, Director of Finance, Chief Financial Officer, Operations/Executive Director, Operations Assistant Director and Medical Directors. The HTW results will be incorporated into this process and will be monitored and reported on a monthly basis. Additionally, there will be a Center Practice Leader who will monitor that the program is operationally performing as expected. Budget variances will be investigated and documented with course correction plans developed as appropriate. The Practice Leader will report the outcomes of any

investigation or action plans to The Center's Assistant Director and Director to be shared across the larger review team as outlined above.

The Center is well-equipped to meet the reporting requirements to ensure contract obligations have been met. We will ensure compliance with all reporting requirements including completion and submission of the reporting templates in the timeframes determined by HHSC.

Program Component B - Quality Assurance/Quality Improvement

The Centers for Children and Women has a robust Quality Assurance/Quality Improvement infrastructure to ensure the highest quality of care is consistently provided to our patients.

A. The internal Quality Assurance/Quality Improvement management and processes

is led by The Center's Quality Specialist, Imani Hasan, MHA. Imani has a Master of Health Administration degree from the University of Southern California and Basic Certificate in Quality and Safety from the Institute for Healthcare Innovation Open School. She has 6 years of experience working on quality/improvement initiatives with numerous organizations throughout California and Texas.

At The Center for Children and Women, Ms. Hasan leads the Ambulatory Practice Council (APC) which is a multidisciplinary collaborative committee with elected members from staff at each of The Center's locations. APC meets at a minimum of six times per year per location. Ms. Hasan is also responsible for activities used to identify trends to be assessed for needed improvement and the frequency of those activities. Examples of past QA/QI initiatives include, but are not limited to:

- Increasing HEDIS Post-Partum Compliance Rates for Panel Members
- Increasing the Percentage of Patients Seeking Prenatal Care in the First Trimester
- Increasing the Number of Pregnant Patients Receiving Influenza Vaccination

The overall responsibility for QA/QI falls to The Center for Children and Women's Quality Operations Committee (CQOC), which is a standing committee of Texas Children's Health Plan's Quality Improvement Committee. CQOC carries the responsibility for the development and implementation of specific quality interventions to improve the quality and safety of clinical care and operations. Additionally, CQOC serves as the oversight body for The Center's APC and its membership is multidisciplinary representing the various service lines at The Center. Membership includes, but is not limited to:

- Director of Operations
- OB Medical Director
- Pediatric Medical Director
- Assistant Director of Operations
- Pharmacy Director
- Pathology Director
- Radiology Director
- Quality Specialist
- Others

The Center's Operations Committee meets monthly with no less than seven meetings per year. Minutes are documented and retained for future reference by the Committee and/or others, as requested.

B. The following further explains quality assurance and quality improvement at The Center

1. Medical Director Involvement in the QA/QI Program

Dr. Hollier, the Medical Director of Obstetrics and Gynecology for The Centers for Children and Women, actively reviews real-time practice quality data, reviews and updates policies at regular intervals, participates as a member of the Ambulatory Practice Council and is also a voting member of The Center's Quality Operations Committee.

2. Activities used to identify trends of needed improvement and the frequency of those activities

The QA/ QI committee is responsible for identifying areas of needed improvement. These are decided by the clinical team and the QI team. Once an area is identified, the team meets monthly to ensure completion of the set goal. The QI committee runs two cycles per year of planned improvement measures in specific areas. The clinical staff is also instrumental in bringing to the notice of the QI committee any items that may require improvement.

3. Activities to ensure correction and follow-up to findings identified

Once the QI committee identifies an area of needed improvement, they create a work plan action – including initial study of area, actions required for improvement and creation of protocols to institute the changes. There is also education of the staff involved. The QI committee meets monthly to implement the above actions. Once the protocols with changes are instituted, there is a follow up to ensure that the new changes are working appropriately and there is correction of the initial workflow. There are also monthly provider meetings to ensure education. The department meets monthly as well to encourage identification of areas of needed improvement, to educate regarding any corrective actions and to discuss appropriate clinical work flow and management.

4. Use and frequency of client satisfaction surveys

Patient satisfaction for the Obstetrics and Gynecology Clinic at The Center for Children and Women is collected and report by a 3rd party vendor utilizing the Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey. Survey collection is done via phone and available in English and Spanish. The survey is collected and reported on a monthly basis with compilations published on a quarterly and an annual basis. The survey results are reviewed monthly by the QA/QI team and the key findings presented in the monthly staff meetings. Areas of deficiency identified from the surveys are addressed in either The Center's Quality Operations Committee or The Center's Joint Leadership Meeting. Based on the particular deficiency, the corrective action plan is developed.

5. System used to identify, report and monitor adverse outcomes

All staff have access to an electronic reporting system that allows for anonymity – the system is called Safety Scoop. This can be used to report adverse outcomes or

incidents from staff, patients or families. There is also a clear defined pathway for staff and patients to report adverse outcomes directly to the supervisor involved. Following any such identification of adverse outcomes, there is an investigation of the incident with education of staff to prevent similar outcomes in the future. We also create protocols to prevent recurrences.

6. Process used to develop and monitor use of protocols and standing orders

Standardized clinical protocols have been created to be used uniformly across the team – these are evidence-based protocols and are accessible from any workstation. Baylor College of Medicine Division of Maternal-Fetal Medicine utilizes a rigorous process of evidence-based guideline development and review. After identification of subject areas, a small workgroup drafts the initial guideline. This guideline is reviewed by the Division of Maternal-Fetal Medicine and discussed at monthly guideline meetings. After input from the Division, the guidelines are finalized, accepted and practice is standardized across all Baylor College of Medicine sites. These guidelines are reviewed and updated every 2 years as a minimum. Additional practice guidelines from the American College of Obstetricians and Gynecologists and the Centers for Disease Control and Prevention (STD Treatment Guidelines) are utilized by the entire team. Protocols, Standing Operating Procedures and standing orders are developed based on the guidelines and are reviewed and updated at least every 2 years.

Charts of advanced practice providers are reviewed on a regular basis. Charts of physicians are reviewed by the team twice monthly at a joint conference. Any team member may identify if there is unindicated deviation from the protocol. Following the identification of the concern, corrective action follows including review of protocols and education of involved team member(s). The standing orders are reviewed regularly with providers and ancillary staff.

Program Component C - Professional Development

With two leadership team members focused on education, professional development is an integral part of the daily operations TCHP – The Center for Children and Women. Sibil Blee, BSN, RN graduated with her Bachelor of Science in Nursing from the University of Texas Health Science Center, San Antonio, Texas. She has ten years of clinical experience including three years in education development and training for health care team. Her clinical background includes medical surgical, maternal child, clinical education and training. Tori Baker, MSN, RN, CPN, received her BSN from Grambling State University and Master's from Texas Tech Health Science Center. She has over 15 years of clinical experience including 6 years of experience developing and leading education and training programs for clinical health care teams.

The education coordinator manages interdisciplinary clinical learning and performance improvement initiatives and is responsible for managing and training internal staff with multifunctional roles. It is the role of the education coordinator to assess the learning needs of staff and develop curricula for education and training accordingly. The education coordinator plans, designs, develops, implements and validates competence of clinical staff members and implements development plans based on individual staff needs. This person is also responsible for the development of policies associated with departmental key

processes. The educator routinely involved in the decision making process which includes establishment of desired outcomes for accountabilities, the approach to achievement of outcomes, and the methodology for measurement and reporting on activities related to staff training and development, including competence assessment and the creation of individualized orientation plans or content for the staff members.

A. Cultural Sensitivity

All faculty and staff have annual required training in the performance of culturally competent care. As part of the annual required training, employees take the following course:

Workplace Diversity

The introduction to workplace diversity course is designed to introduce the concepts of workplace diversity and their impact on people in the workplace. Diversity includes respect and acceptance of individuals with the intention of creating and maintaining a positive environment for all. The content will provide an overview of various aspects of diversity, demographics, and respectful behaviors that should be demonstrated in the workplace. Upon completion of the course the learner will be able to determine ways of learning about people who have backgrounds, cultures, and identities that are not as familiar to them as well as examine the values of ideas and contributions from coworkers and colleagues who identify in ways that you do not identify.

B. Staff Development Training calendar

There are multiple activities that The Center utilizes for continued staff development. In the coming calendar year, we have various trainings scheduled including emergency preparedness, de-escalation and cultural competence. Training includes online as well as in-person training and checklists are used to ensure all staff are appropriately trained.

We will be adding additional training specific to the Healthy Texas Women Program:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

C. Staff who will attend HHSC required trainings.

Ensuring adequate training is essential. Tanguela Taylor, the Executive Director (Director of Operations), Dr. Lisa Hollier, the Medical Director of Obstetrics & Gynecology, and Dr. Ritu Dutta, the Clinical Program Director for the Healthy Texas Women Program will attend HHSC required trainings. We will add additional representatives from our medical staff, nursing staff or administrative leadership, including our Education Coordinator, to attend the training as dictated by the content of the training.

Program Component D - Recruitment

TCHP – The Center for Children and Women has a strong program of outreach and in-reach in place for our clinics leveraging the resources of the Texas Children's Health Plan. We will continue to develop local community awareness through support and collaboration with other programs and community service organizations to maximize utilization of Healthy Texas Women services for the Priority Population in Harris County.

Outreach and Education

We have a unique opportunity to coordinate our outreach efforts with the Texas Children's Health Plan. Because of the coordination of communication and the opportunity to work with an existing infrastructure, we will be able to extend our reach far beyond that of the traditional clinic.

Starting August 1, 2016, we will begin notifying our patients, past and present, and the general public regarding the HTW program in various formats. Using the HTW Program Toolkits that have already been developed by HHSC, we are currently developing messaging that will be posted on our established social media sites (Facebook and Twitter) to coincide with the opening of the program to help us reach our Priority Population addressing the lack of awareness of the program.

Again, working synergistically with the Texas Children's Health Plan, starting in August 2016, we will utilize the Health Plan's communication tools to disseminate information on the HTW program and how to utilize the services. We will place stories in our TCHP member newsletters for both our adult female audience and our pediatric audience to reach the largest number of women and enhance our recruitment efforts. These stories will be a mix of general community education about the need for and benefits of preventive health services and information on how to enroll in the program along with the services that will be provided.

The Center's community outreach activities are lead by Mr. Anthony Navarro, a senior Community Relations Specialist with Texas Children's Health Plan. Mr. Navarro has been working in Outreach/Community Relations for 16 years. He is a certified Community Health Worker and an instructor in the Community Health Worker Training Program at University of Texas Houston School of Public Health. He is a member of the Board of Directors for the YMCA in his service area, and a member of the School Health Advisory Council for Spring Independent School District (ISD), for Aldine ISD and for Alief ISD.

On average, The Center participates in 5-10 events per month. Those events range from health fairs to PTA meetings at local schools. In addition to including information about The Center for Children and Women, we will distribute the brochure mentioned above to families to enhance awareness about family planning and preventive health services and promote utilization of effective contraception methods. We will also provide education at these community events about how to enroll in the HTW program and the services that are provided.

In-Reach and Education

Because of our unique role as a medical home, we are accustomed to managing the health of a population rather than waiting for a patient to approach our office. We will develop an aggressive program to recruit and retain women to ensure maximal utilization of services by enrolled members.

We are currently providing care for women in the Medicaid program with TCHP and also, within the same clinic, provide care to children in the Medicaid program. We will be able to reach women who will be auto-enrolled into the HTW Program and will place them into our management program to ensure that they receive appropriate outreach calls to receive their screening, diagnosis and treatment services under the HTW program. Because of the care we provide to children in the Medicaid program, we will also be able to educate the mothers of these young children about the eligibility criteria and provide screening/enrollment assistance on-site, educate about the availability of services, and educate about the need for preventive care and appropriate contraception to enhance birth spacing and achieve optimal pregnancy outcomes.

Starting August 1, 2016, we will begin notifying our patients, past and present, about the HTW program in various formats. Using the HTW Program Toolkits that have already been developed by HHSC, we are currently developing messaging that will be posted on our established social media sites (Facebook and Twitter) to coincide with the opening of the program to help us reach our Priority Population addressing the lack of awareness of the program.

We will be developing several new deliverables for the Healthy Texas Women Program which will be complete by August 1, 2016. We will send the current members of The Centers for Children and Women a direct mailer which will detail the program and services available to eligible women. In order to ensure maximum exposure among our members (roughly 3,400 adult women today), we will distribute multiple different versions of the direct mailer every other month to our patient base.

Additional Education

We will design a brochure that can be handed to patients that are already being seen at The Center. We also participate in many events within our community to promote The Center. As an addition to our presentations and/or display tables we will include this new brochure which will highlight the HTW program and the advantages.

And finally, at both Center locations we have Enrollment Specialists that help women get CHIP Perinatal and STAR coverage when they find out they are pregnant. Those Enrollment Specialists will also educate women and help them transition to the HTW program once they have delivered. This will ensure that women will continue with care once they have completed their postpartum visits.

Program Component E - Long-Acting Reversible Contraception (LARC) Usage:

We have a strong LARC program in place in The Centers for Children and Women. Of our post-partum population (N=1903), 12.7% (N=242) of our patients have selected LARC methods.

A. The LARC methods provided at the clinic(s) and the LARC methods provided by referral only

The pharmacy, owned and operated by Texas Children's Hospital, located within The Center provides ready access to all forms of contraception, including oral, injectable and long-acting reversible contraception. Our providers have been trained in the use of intrauterine devices and certified in the insertion of Nexplanon. We are currently providing the following LARC methods in clinic: insertion of Nexplanon, and insertion of the following IUDs – Mirena, Skyla, and Paragard. We are evaluating the potential benefits of adding Liletta to the pharmacy.

B. Efforts that will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the priority population

Our clinic currently provides face-to-face education to our patients about LARC methods throughout the prenatal care at prenatal visits. We have handouts that are provided to women who present for contraception or well-woman care. The handouts have general information about all contraception types and we also provide handouts developed specifically for each of the LARC methods. We will also use our social media tools to educate the general population to enhance recruitment into the Healthy Texas Women's program and increase the utilization of LARC methods.

Since our first clinic opened, we have been tracking the LARC utilization rate on our OB/Gyn Outcome Dashboard. We will present this information twice annually at the regularly scheduled Center-wide Staff Meetings.

C. Professional development opportunities that will employ for staff related to LARC utilization and education

We have multiple opportunities for professional development related to LARC utilization and education. We will conduct training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines. This training is planned for July 2016 and January 2017. In addition, our physicians and midwives are encouraged to attend conferences which include education of LARC agents. Materials obtained from these conferences are distributed to the staff to ensure all staff derives benefit. We routinely review ACOG literature and any updates in the guidelines surrounding LARC utilization and educate the clinical team accordingly. We have also instituted LARC certification as part of the onboarding process for new providers joining The Center. If any provider is not already certified, we ensure availability of resources and provide education and certification for that provider.

FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Monitor the administration of the Healthy Texas Women (HTW) Program				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Have snapshot visibility to the operational measures of HTW Program	Determine the core operational measures to be assessed	Documented list of core operational measures	Executive and Medical Director	May 31, 2016
	Create a HTW operational dashboard	Fully developed and adopted operational dashboard	The Center AD or Practice Leader and Data Analyst	June 30, 2016
	HTW Operational update provided at Texas Children's Health Plan's Leadership Team meetings	Minutes reflecting the HTW discussion	Executive and Medical Director	Quarterly
Objective 2. Incorporate HTW quality of care discussion into the Center's Quality Operations Committee (CQOC)	Add HTW to the sequence of quality reports at The Committee	Minutes reflecting the HTW discussion at CQOC	OB Medical Director and Quality Specialist	Quarterly
Objective 3. Have solid financial oversight for the HTW Program	Develop the financial report(s) necessary for monitoring the HTW budget	Completed financial reporting tools incorporated into The Center's financial package	Finance Manager and Director	June 30, 2016
	Add the HTW financial overview to The Center's existing financial reporting package and cadence			Monthly

Program Component A - continued Program Administration and Management				
Goals: Monitor the administration of the Healthy Texas Women (HTW) Program				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 4. Timely submission of HTW FFS claims	Set up payer structure within The Center's EMR	Documented record of EMR set up and test claim runs	Texas Children's IS Team, Executive Director, Finance Director, Billing Manager, Texas Children's Physician Services Organization	June 30, 2016
	Add HTW fee table to the EMR system Create and test claims scenarios			
Objective 5. On time submission of HTW vouchers to draw down cost reimbursement funding	Develop logistics for completing and submitting the vouchers and receiving the funds	Documented process for HTW voucher handling	Chief Financial Officer, Finance Director, Billing Manager	June 30, 2016
		Received HTW grant funds		Monthly
	Update accounting journal entries	Updated financial reporting		Monthly

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Monitor quality of care and patient experience and ensure optimization of				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Patient satisfaction and retention	Patient satisfaction surveys	Assess various components of patient satisfaction	Director, Assistant Director, Chief Medical Officer, Associate Medical Director, Center Practice Leader	Monthly
Objective 2. Delivery of highest quality of care	Monitor outcomes and trends to assess areas for optimization	Defined clinical outcomes	CQOC committee	Every 6 months
Objective 3. Maintain facilities	General and risk assessment of facilities	Defined variables to be assessed	Ambulatory Practice Council	Annual
Objective 4. Minimize clinical and technical errors	Identification and reporting of any errors through Safety Scoop	Assess reported errors	Ambulatory Practice Council	Per occurrence
Objective 5. Review quality of care for HTW Program	Add HTW to the quality reports at the Center	Assessment of defined clinical measures	OB Medical Director and Quality Specialist	Quarterly

FORM I: WORK PLAN

Program Component C Professional Development				
Goal: The Centers for Children and Women will provide HTW Program services competently and with sensitivity to diverse client cultures				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Ensure appropriate understanding of HHSC required elements for the Healthy Texas Women's Program throughout the grant period of July 1, 2016 thru August 31, 2017.	Program staff will attend HHSC required trainings	Attendance records for required trainings	Executive Director Medical Director Program Director	As required
Objective 2. Enrollment Specialists are trained to provide HTW Program eligibility and enrollment services to current and prospective clients by July 31, 2016.	Completion of the following will be required: Application of presumptive eligibility screening criteria Benefits training	Attendance records for required trainings	Education Coordinator Practice Manager	July 31, 2016 with repeat training Q 6 months for the duration of the program
Objective 3. Ensure appropriate Cultural Competency for all clinic staff throughout the grant period of July 1, 2016 thru August 31, 2017.	Completion of the following will be required: Annual Cultural Competency Training entitled Workplace Diversity	Documented completion of training course	Education Coordinator	Annual required training (02/2017)
Objective 4. Ensure that all staff members understand the HTW Program availability and services throughout the grant period of July 1, 2016 thru August 31, 2017.	Provide initial Center-wide training for the staff on the availability of the HTW program, the eligibility criteria, and the services provided.	Documented attendance at the staff meeting where training is provided	Education Coordinator	July 31, 2016 with repeat training Q 6 months for the duration of the program
	Include training on the availability of the HTW program, the eligibility criteria, and the services provided in the orientation of new	Documented completion of training during on-boarding	Education Coordinator Practice Manager	July 10, 2016 thru August 31, 2017

FORM I: WORK PLAN

Program Component D Recruitment				
Goal: Increase access to Women's Health Services to prevent unintended pregnancies and promote healthy women including improved pregnancy outcomes.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Increase awareness of the Healthy Texas Women Program in the underserved population of Harris County.	Develop and distribute a direct mailer with information about HTW Program to all TCHP Star (TP-40) members.	Completion of direct mailer Mail the information to the TCHP Star Pregnancy members.	Parker Amis, Manager Marketing Parker Amis, Manager Marketing	August 1, 2016 September 1, 2016
	The Center for Children and Women will participate in a minimum of 5 community events per month beginning August 1, 2016.	Attendance sheet for community events	Juan Anthony Navarro (community outreach)	August 31, 2017
	Utilize Facebook and Twitter to increase awareness of the HTW program and care at The Center for Children and Women	Number of Facebook posts per month Number of Tweets per month Number of "Likes", "Shares" and "Retweets".	Parker Amis, Manager Marketing Ashley McLean, Social Media	August 1, 2016 – August 31, 2017
Objective 2. Promote retention in the HTW Program throughout the grant period, July 1, 2016 – August 31, 2017.	Develop and send reminder cards to women every other month for the duration of the program.	Completion of reminder cards Mail the information to the TCHP Star Pregnancy members.	Kristen Cover, Director Marketing Parker Amis, Manager Marketing	August 1, 2016 August 31, 2016 – August 31, 2017

FORM I: WORK PLAN

Program Component E LARC Usage				
Goal: Increase utilization of long-acting reversible contraception among clients				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Provide same day access to LARC methods in the clinic for eligible women during the time period of the grant July 15, 2016 thru August 31, 2017.	Availability of LARC agents in the clinic Provider training and certification	Measure number of patients using LARC agents	Clinical team: MDs, CNMs, RNs, MAs	Ongoing
Objective 2. Provide all clients with written information in their primary language about LARC methods during the time period of the grant July 15, 2016 thru August 31, 2017.	Keep LARC information in English and Spanish readily available at the clinic	Measure number of patients using LARC agents	Clinical team	Ongoing
Objective 3. Ensure that all clinic providers are trained and certified (as appropriate) to perform LARC insertion during the time period of the grant July 15, 2016 thru August 31, 2017.	Check certification at onboarding Train new providers as needed Encourage CME activities Distribution of updated guidelines	Ensure all providers using LARC agents on same day basis	HTW Program Director (Associate Medical Director), Medical Director	Ongoing

Attachment C – Contractor's Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$463,274	\$304,308	\$158,966
B. Fringe Benefits	\$106,553	\$69,991	\$36,562
C. Travel	\$1,870	\$1,870	
D. Equipment	\$6,118	\$1,835	\$4,283
E. Supplies	\$700,946	\$210,284	\$490,662
F. Contractual	\$146,383	\$43,915	\$102,468
G. Other	\$30,000	\$30,000	\$0
H. Total Direct Costs	\$1,455,144	\$662,203	\$792,941
I. Indirect Costs	\$145,514	\$66,220	\$79,294
J. Total (Sum of H and I)	\$1,600,658	\$728,424	\$872,235

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$463,274	\$463,274	Fringe Benefits	\$106,553	\$106,553
	Travel	\$1,870	\$1,870	Equipment	\$6,118	\$6,118
	Supplies	\$700,946	\$700,946	Contractual	\$146,383	\$146,383
	Other	\$30,000	\$30,000	Indirect Costs	\$145,514	\$145,514

TOTAL FOR:	Distribution Totals	\$1,600,658	Budget Total	\$1,600,658
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List any budget assumptions below:

-3307 Total HTW Members (30% Presumptive & 70% FFS)

-1 visit per member

-Personnel on F-1 flagged as vacant will either be hired new staff or reallocated efforts of existing staff.

-FFS Collections will approximate \$939,010 based on the Medicaid Allowance rates in the RFP & utilization assumptions

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Enrollment Specialist	Y	Support Enrollment of HTW	####	NA	\$5,385.47	12	\$64,626
Educator Coordinator	N	Provide Staff Education	####	RN	\$8,458.67	12	\$20,301
Community Outreach Specialist	Y	Community education for HTW	####	NA	\$4,333.33	12	\$78,000
Billing Manager/Reporting	N	Financial Reporting	####	NA	\$9,533.33	12	\$49,333
Providers	N	Direct Clinical Care	####	MD	\$20,418.67	12	\$61,256
CNM	Y	Direct Clinical Care	####	CNM	\$8,666.67	12	\$26,000
Medical Assistants	Y	Direct Clinical Care	####	NA	\$3,314.13	12	\$59,654
RNs	Y	Direct Clinical Care	####	RN	\$6,754.80	12	\$40,529
Front Desk Operations (Patient Access Specialist)	Y	Registration/Appointment Support	####	NA	\$4,009.20	12	\$24,055
Laboratory Technician	N	Direct Clinical Care	####	CMLT	\$5,200.00	12	\$15,600
Billing Specialist	N	Billing claims	####	NA	\$3,986.67	12	\$23,920
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
SalaryWage Total							\$463,274

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Health insurance, pension, 403B retirement, FICA/taxes, workers compensation, longterm disability, life insurance, flex spending

	Fringe Benefit Rate %	23.00%
	Fringe Benefits Total	\$106,553

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
Workshops for THW (assume 2 day training for 3 people)	HHSC required Training	Austin, Texas	2	Mileage	\$80
				Airfare	\$0
				Meals	\$690
				Lodging	\$1,050
				Other Costs	\$50
				Total	\$1,870
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$1,870

Page 8 of 9 /6/2009

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$1,870

Total Travel Costs: \$1,870

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Texas Children's Health Plan, Inc. - The Center for Children & Women

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
LEEP Machine	GYN Procedures	1.2	\$5,034	\$6,041
Foot pedals/pencil	GYN Procedures	1.2	\$64	\$77
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

\$6,118

FORM F-4: SUPPLIES Budget Category Detail Form**Legal Name of Respondent:**Texas Children's Health Plan, Inc. - The Center for Children & Women

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>(If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box))</small>	Purpose & Justification	Total Cost
Instruments - Insulated Speculum	Direct Clinical Care	\$720
Instruments - Insulated Tenaculum	Direct Clinical Care	\$180
Instruments - Vaginal Retractor	Direct Clinical Care	\$600
Tissue Forceps	Direct Clinical Care	\$72
Disposable Loop	Direct Clinical Care	\$864
Grounding Pads	Direct Clinical Care	\$576
Suction Tubing	Direct Clinical Care	\$1,152
Spinal Needles	Direct Clinical Care	\$792
Monseil's Solution	Direct Clinical Care	\$1,008
Roller Ball	Direct Clinical Care	\$864
Other Supplies	Direct Clinical Care	\$8,268
Pharmaceutical Costs: Contraceptives	Direct Clinical Care	\$521,526
Pharmaceutical Costs: Antibiotics	Direct Clinical Care	\$264
Vaccinations/Immunizations	Direct Clinical Care	\$164,061
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:**\$700,946**

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
SPH Analytics	Member/Patient Satisfaction Survey	Service Measures	Yearly	1	\$10,000.00	\$10,000
Yellow Cab	Member Transportation	Patient Accomodations	Monthly	12	\$170.00	\$2,040
PRI	Temporary Staff	Volume Driven	Monthly	12	\$7,070.65	\$84,848
Pacifica	Translation Services	Patient Accomodations	Monthly	12	\$4,124.54	\$49,495
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$146,383

Texas Children's Health Plan, Inc. - The Center for Children & Women

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Audit Fees	Requirement based on article 4 of the Appendices of the RFP	\$30,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Other:

\$30,000

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

Total amount of indirect costs allocable to the project:

Amount: \$145,514

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE: 10.00%
BASE:

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE: OMB Uniform Guidance 200.331.
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Subpart D. Post-Federal Award Requirements

§ 200.331 Requirements for pass-through entities

(a) List of required information for every subaward, including:

1. Federal Award Identification (13 items required to be disclosed)
2. All requirements, regulations and terms and conditions of the award
3. Any additional requirements imposed by the pass-thru entity
4. **NEW** An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate of 10% of MTDC
5. Must allow access to records
6. Terms and conditions of closeout

Texas Children's Health Plan, Inc. - The Center for Children & Women

Revised: 7/6/2009

Texas Children's Health Plan, Inc. - The Center for Children & Women

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Texas Children's Health Plan, Inc. - The Center for Children & Women

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel \$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Texas Children's Health Plan, Inc. - The Center for Children & Women

Conference / Workshop Travel Costs			
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees
			<div>Mileage</div> <div>Airfare</div> <div>Meals</div> <div>Lodging</div> <div>Other Costs</div> <div>Total</div> <div>\$0</div>
			<div>Mileage</div> <div>Airfare</div> <div>Meals</div> <div>Lodging</div> <div>Other Costs</div> <div>Total</div> <div>\$0</div>
			<div>Mileage</div> <div>Airfare</div> <div>Meals</div> <div>Lodging</div> <div>Other Costs</div> <div>Total</div> <div>\$0</div>
			<div>Mileage</div> <div>Airfare</div> <div>Meals</div> <div>Lodging</div> <div>Other Costs</div> <div>Total</div> <div>\$0</div>
			<div>Mileage</div> <div>Airfare</div> <div>Meals</div> <div>Lodging</div> <div>Other Costs</div> <div>Total</div> <div>\$0</div>
			<div>Mileage</div> <div>Airfare</div> <div>Meals</div> <div>Lodging</div> <div>Other Costs</div> <div>Total</div> <div>\$0</div>

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0

Texas Children's Health Plan, Inc. - The Center for Children & Women

[illegible]

\$0

Texas Children's Health Plan, Inc. - The Center for Children & Women

[illegible]

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Texas Children's Health Plan, Inc. - The Center for Children & Women

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show co Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)

Total Amount Requested for CONTRACTUAL:

--

nitracors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Texas Children's Health Plan, Inc. - The Center for Children & Women

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show co Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)

Total Amount Requested for CONTRACTUAL:

--

nitractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

Texas Children's Health Plan, Inc. - The Center for Children & Women

Total Amount Requested for Other:

Revised: 7/6/2009

Texas Children's Health Plan, Inc. - The Center for Children & Women

Total Amount Requested for Other:

Revised: 7/6/2009

Attachment D – Contractor's Original Application

3.8.1.1 Section 1 – EXECUTIVE SUMMARY

The Center for Children and Women ("The Center") is providing the following information in response to the Healthy Texas Women RFP 52-16-0094. The Center was created by Texas Children's Health Plan to provide integrated comprehensive primary care to its pediatric and obstetric members who are covered by Medicaid or CHIP. Today, The Center operates two locations in Harris County and both are strategically located in member communities which create efficient access to primary care. Under the Healthy Texas Women's Program, The Center intends to provide women's health care as Fee-for-Service but hopes to be favorably considered for the HTW grant, as well.

Texas Children's Health Plan – The Center for Children and Women is a National Committee for Quality Assurance (NCQA) Level III recognized Patient-Centered Medical Home. The Center is wholly owned by Texas Children's Health Plan and provides primary care to women and children who are members of Texas Children's Health Plan. The Center is ideally suited to provide preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health.

TCHP – The Center for Children and Women has an experienced staff and a strong plan to ensure compliance with all program administration, quality improvement, training/development, recruitment, and patient care activities. The Center's Obstetrics Clinic is staffed by Baylor College of Medicine OB/Gyn faculty, certified nurse midwives, registered nurses, medical assistants and others and is open to the community six days per week offering 66 hours of access to OB/Gyn care. Today, The Center is the medical home to 3,680 women. We estimate that approximately 3,300 women will seek care under the HTW Program at our facilities.

For these women, The Center will fulfill the responsibility of directing the care for women deemed presumptively eligible for the HTW Fee-for-Service (FFS) Program. Of note, we have a strong Long Acting Reversible Contraceptive (LARC) program in place in The Centers for Children and Women. 12.7% of our post-partum patients have selected LARC methods. A core component in partnering with the women to address their care needs is to provide education on the benefits of LARCs with the intent of increasing the adoption of LARC usage to extend the timeframe between pregnancies.

The Center for Children and Women has a robust Quality Assurance/Quality Improvement infrastructure to ensure the highest quality of care is consistently provided to our patients. In addition, we have two leadership team members focused on education, making professional development an integral part of the daily operations TCHP – The Center for Children and Women. This will ensure that we can provide staff development and training for the HTW Fee-for Service Program delivery. The Center's staff development plan includes:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.

2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures

TCHP – The Center for Children and Women has a strong program of outreach and in-reach in place for our clinics, leveraging the resources of the Texas Children's Health Plan. The Center will undertake a multimedia outreach strategy that will deliver information in community settings to promote the purpose and understanding of the HTW Program. Inclusive of this community education will be specific information about how a woman can enroll in the program and what services are available. Information will be provided in English and Spanish. The in-reach component is equally robust using a combination of educational brochures, articles in the TCHP member newsletters and social media posts to increase utilization of available services and enrollment and utilization of services for women new to the program. Our team of Enrollment Specialists is well-versed in screening women for eligibility to various programs and they will be instrumental in identifying women who are presumed eligible for services and working with women to complete their applications for the HTW program.

With the support of Texas Children's Health Plan and The Center's Board of Directors, The Center is well positioned to support the implementation of the Healthy Texas Women Program.

3.8.1.2 Section 2 - COMPLETED FORMS A-M**PROGRAM FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST**

Legal Business Name of Respondent:

Texas Children's Health Plan – The Center for Children and Women

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	X	3
B	Texas Counties and Regions List Served by Project	X	4
C	Contact Person Information	X	5
D	Deleted -- nothing to be submitted	-	-
E	Deleted -- nothing to be submitted	-	-
F	Budget Summary and Details	X	6
G	Respondent Background	X	16
H	Funding Request and Performance Measures	X	24
I	Work Plan	X	25
J	Assessment Narrative	X	41
K	Healthy Texas Women Clinic Site Readiness	X	44
K-1	Healthy Texas Women Clinic Sites*	X	46
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		-
L	Staff Development Plan	X	48
L-1	Staff Development Training Calendar	X	52
M	Community Education/Program Promotion Plan	X	53
M-1	Community Education/Program Promotion Calendar	X	55
APPX E	Healthy Texas Women Certification	X	56

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	X	301
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	302
3	Required Certifications	X	303
4	Federal Lobbying Certification	X	305
5	Anti-Trust Certification	X	306
6	Respondent Information and Disclosures	X	307
7	HUB Subcontracting Plan (HSP)	X	188
8	HHS Information Security and Privacy Initial Inquiry (SPI)	X	351

3.8.1.2 Section 2 - COMPLETED FORMS A-M**PROGRAM FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST****Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	X	3
B	Texas Counties and Regions List Served by Project	X	4
C	Contact Person Information	X	5
D	Deleted -- nothing to be submitted	-	-
E	Deleted -- nothing to be submitted	-	-
F	Budget Summary and Details	X	6
G	Respondent Background	X	16
H	Funding Request and Performance Measures	X	24
I	Work Plan	X	25
J	Assessment Narrative	X	41
K	Healthy Texas Women Clinic Site Readiness	X	44
K-1	Healthy Texas Women Clinic Sites*	X	46
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		-
L	Staff Development Plan	X	48
L-1	Staff Development Training Calendar	X	52
M	Community Education/Program Promotion Plan	X	53
M-1	Community Education/Program Promotion Calendar	X	55
APPX E	Healthy Texas Women Certification	X	56

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	X	301
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	302
3	Required Certifications	X	303
4	Federal Lobbying Certification	X	305
5	Anti-Trust Certification	X	306
6	Respondent Information and Disclosures	X	307
7	HUB Subcontracting Plan (HSP)	X	188
8	HHS Information Security and Privacy Initial Inquiry (SPI)	X	338

PROGRAM FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-	<input type="checkbox"/>		Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-	<input type="checkbox"/>		Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-	<input type="checkbox"/>		DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-	<input type="checkbox"/>		Montague	<input type="checkbox"/>	02	-T-	<input type="checkbox"/>	
Bee	<input type="checkbox"/>	11	-E-	<input type="checkbox"/>		Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-	<input type="checkbox"/>		Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-	<input type="checkbox"/>		Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-	<input type="checkbox"/>		Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-	<input type="checkbox"/>		-U-	<input type="checkbox"/>	
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-	<input type="checkbox"/>		Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-	<input type="checkbox"/>		-V-	<input type="checkbox"/>	
-C-	<input type="checkbox"/>		Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-	<input type="checkbox"/>		Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-	<input type="checkbox"/>	
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-	<input type="checkbox"/>		-R-	<input type="checkbox"/>		Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-	<input type="checkbox"/>		Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-	<input type="checkbox"/>	
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-	<input type="checkbox"/>		Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-	<input type="checkbox"/>	
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-	<input type="checkbox"/>		San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

PROGRAM FORM C: CONTACT PERSON INFORMATION**Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Contacts

<i>Billing Contact</i>	<i>Executive Director</i>
Last Name: Figard	Last Name: Taylor
First Name: Daniel	First Name: Tangua
Salutation:	Salutation:
Title: Manager, Finance	Title: Director, Community Initiatives
E-mail: dxfigard@texaschildrens.org	E-mail: ttaylor@texaschildrens.org
Phone: 832-828-1581	Phone: 832-828-1540

<i>Financial Director</i>	<i>Medical Director</i>
Last Name: Loudon	Last Name: Hollier
First Name: Justin	First Name: Lisa
Salutation:	Salutation:
Title: Director, Finance	Title: Medical Director, OB/GYN
E-mail: jkloudon@texaschildrens.org	Email: lmholllie@texaschildrens.org
Phone: 832-828-1026	Phone: 832-828-1543

<i>Primary Program Contact</i>	<i>Quality Assurance Contact</i>
Last Name: Hollier	Last Name: Dutta
First Name: Lisa	First Name: Ritu
Salutation:	Salutation:
Title: Medical Director, OB/GYN	Title: Assistant Professor, OB/GYN
Email: lmholllie@texaschildrens.org	Email: rxdutta@texaschildrens.org
Phone: 832-828-1543	Phone: 832-828-1417

PROGRAM FORM F: BUDGET SUMMARY AND DETIALSLegal Business Name of
Respondent:

Texas Children's Health Plan – The Center for Children and Women

FORM F: BUDGET SUMMARY (REQUIRED)

Texas Children's Health Plan, Inc. - The Center for Children & Women

Legal Name of Respondent:

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$474,261	\$315,295	\$158,966
B. Fringe Benefits	\$109,080	\$72,518	\$36,562
C. Travel	\$1,870	\$1,870	
D. Equipment	\$6,118	\$1,835	\$4,283
E. Supplies	\$700,946	\$210,284	\$490,662
F. Contractual	\$146,383	\$43,915	\$102,468
G. Other	\$30,000	\$30,000	\$0
H. Total Direct Costs	\$1,468,658	\$675,717	\$792,941
I. Indirect Costs	\$146,866	\$67,572	\$79,294
J. Total (Sum of H and I)	\$1,615,524	\$743,289	\$872,235

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$474,261	\$474,261	Fringe Benefits	\$109,080	\$109,080
	Travel	\$1,870	\$1,870	Equipment	\$6,118	\$6,118
	Supplies	\$700,946	\$700,946	Contractual	\$146,383	\$146,383
	Other	\$30,000	\$30,000	Indirect Costs	\$146,866	\$146,866

TOTAL FOR:	Distribution Totals	\$1,615,524	Budget Total	\$1,615,524
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List any budget assumptions below:

-3307 Total HTW Members (30% Presumptive & 70% FFS)

-1 visit per member

-Personnel on F-1 flagged as vacant will either be hired new staff or reallocated efforts of existing staff.

-FFS Collections will approximate \$939,010 based on the Medicaid Allowance rates in the RFP & utilization assumptions

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Enrollment Specialist	Y	Support Enrollment of HTW	1.00	NA	\$5,385.47	12	\$64,626
Educator Coordinator (tory)	N	Provide Staff Education	0.20	RN	\$8,458.67	12	\$20,301
Community Outreach Specialist	Y	Community education for HTW	2.00	NA	\$4,333.33	12	\$104,000
Billing Manager/Reporting	N	Financial Reporting	0.30	NA	\$9,533.33	12	\$34,320
Providers	N	Direct Clinical Care	0.25	MD	\$20,418.67	12	\$61,256
CNM	Y	Direct Clinical Care	0.25	CNM	\$8,666.67	12	\$26,000
Medical Assistants	Y	Direct Clinical Care	1.50	NA	\$3,314.13	12	\$59,654
RNs	Y	Direct Clinical Care	0.50	RN	\$6,754.80	12	\$40,529
Front Desk Operations (Patient Access Specialist)	Y	Registration/Appointment Support	0.50	NA	\$4,009.20	12	\$24,055
Laboratory Technician	N	Direct Clinical Care	0.25	CMLT	\$5,200.00	12	\$15,600
Billing Specialist	N	Billing claims	0.50	NA	\$3,986.67	12	\$23,920
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS						Salary/Wage Total	\$474,261

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Health insurance, pension, 403B retirement, FICA/taxes, workers compensation, longterm disability, life insurance, flex spending

	Fringe Benefit Rate %	23.00%
	Fringe Benefits Total	\$109,080

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

Conference / Workshop Travel Costs	Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
	Workshops for THW (assume 2 day training for 3 people)	HHSC required Training	Austin, Texas	2	Mileage	\$80
					Airfare	\$0
					Meals	\$690
					Lodging	\$1,050
					Other Costs	\$50
					Total	\$1,870
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0

Revised: 7/6/2009

Total for Conference / Workshop Travel

\$1,870

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					
					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$1,870

Total Travel Costs:

\$1,870

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

Itemize describe and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
LEEP Machine	GYN Procedures	1.2	\$5,034	\$6,041
Foot pedals/pencil	GYN Procedures	1.2	\$64	\$77
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$6,118

FORM F-4: SUPPLIES Budget Category Detail Form**Legal Name of Respondent:**Texas Children's Health Plan, Inc. - The Center for Children & Women

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item (If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box))	Purpose & Justification	Total Cost
Instruments - Insulated Speculum	Direct Clinical Care	\$720
Instruments - Insulated Tenaculum	Direct Clinical Care	\$180
Instruments - Vaginal Retractor	Direct Clinical Care	\$600
Tissue Forceps	Direct Clinical Care	\$72
Disposable Loop	Direct Clinical Care	\$864
Grounding Pads	Direct Clinical Care	\$576
Suction Tubing	Direct Clinical Care	\$1,152
Spinal Needles	Direct Clinical Care	\$792
Monse's Solution	Direct Clinical Care	\$1,008
Roller Ball	Direct Clinical Care	\$864
Other Supplies	Direct Clinical Care	\$8,268
Pharmaceutical Costs: Contraceptives	Direct Clinical Care	\$521,526
Pharmaceutical Costs: Antibiotics	Direct Clinical Care	\$264
Vaccinations/Immunizations	Direct Clinical Care	\$164,061
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:**\$700,946**

FORM F-5: CONTRACTUAL Budget Category Detail Form**Legal Name of Respondent:**Texas Children's Health Plan, Inc. - The Center for Children & Women

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
SPH Analytics	Member/Patient Satisfaction Survey	Service Measures	Yearly	1	\$10,000.00	\$10,000
Yellow Cab	Member Transportation	Patient Accommodations	Monthly	12	\$170.00	\$2,040
PRI	Temperary Staff	Volume Driven	Monthly	12	\$7,070.65	\$84,848
Pacifica	Translation Services	Patient Accommodations	Monthly	12	\$4,124.54	\$49,495
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:**\$146,383**

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children & Women

[illegible]

Total Amount Requested for Other:

\$30,000

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Texas Children's Health Plan, Inc. - The Center for Children &

Total amount of indirect costs allocable to the project:

Amount: \$146,866

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE: 10.00%

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE: OMB Uniform Guidance 200.331.

TYPE:

BASE:

GO TO PAGE 2 (below)

Revised: 7/6/2009

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

PROGRAM FORM G: RESPONDENT BACKGROUND**Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

1. Executive Summary

Texas Children's Health Plan – The Center for Children and Women ("The Center") is a primary care entity with two locations designed to serve the obstetrics/gynecology and pediatric members of Texas Children's Health Plan. Members who are geographically located in North and Southwest Houston have open access to these facilities which maximize the patient's and family's time in clinic and address their needs in real time. The Center's model offers comprehensive holistic care with a multitude of integrated services that affords The Center's healthcare team the opportunity to drive toward excellence in population health, overall care, and service.

Although wholly owned by Texas Children's Health Plan, The Center is a separate entity within the Texas Children's system. The Center is established as a 501(a) corporation with an all physician board that has the duty to establish the Corporation's policies with respect to credentialing, quality assurance, and utilization review and peer review. The Board of Directors is also authorized to evaluate the quality of medical and health care services provided through the Corporation. To this point, The Center's Board of Directors have provided their support via written consent (see Appendix A) for The Center being a provider of the Healthy Texas Women Program (HTW) in order to provide family planning services, annual exams, health screenings, and vaccinations.

The parent company, Texas Children's Health Plan (TCHP) has a strong background and experience in executing projects in similar scope and complexity to the project described in this RFP. TCHP began delivering managed care services to the original Children's Health Insurance Program (CHIP), in 2000. In 2002 the Health Plan was awarded our first contract for STAR Medicaid and quickly grew to become the market leader in the Harris and surrounding service area supporting greater than 400,000 prenatal visits and greater than 11,000 deliveries in 2015.

It is The Center's explicit intent to demonstrate a responsibility to Texas Children's mission of creating a healthier future for children and women throughout our global community by leading in patient care, education, and research by partnering with Texas Health and Human Services (HHSC) to improve the overall health of women who would normally lose their access to care after their pregnancy and delivery. The HTW program creates the opportunity to focus on women's health and wellness during the interpregnancy interval.

The Center's focus on patient-centered care has earned recognition by the National Committee on Quality Assurance as a Patient-Centered Specialty Practice (Obstetrics/Gynecology) and Patient-Centered Medical Home (Pediatrics). With approximately 200 staff members, providers included, The Center is the medical home to 20,985 total members of which 3,680 are women. With a multidisciplinary team approach, including an academic partnership with Baylor College of Medicine, The Center's healthcare team is well positioned to provide women's health services to more than 3300 women in the HTW Program.

2. Organizational Structure, Management, and Lines of Authority

The Center's organizational design is strong with front line leadership available to all clinics within The Centers. The strength of the organizational design is embedded in the shared leadership model which The Center embraces. For each primary clinic, which includes Obstetrics and Gynecology, the front line leadership team is comprised of a physician (the medical site leader), and an administrative partner. It is this pair that brings clinical care and operations together for the best decision-making opportunity that ultimately has an impact on patient care and outcomes.

At the director level, The Center for Children and Women is led by:

- Tangua Taylor, Executive Director
- Dr. Lisa Hollier, Medical Director Obstetrics & Gynecology
- Dr. Heidi Schwarzwald, Medical Director Pediatrics

All three report to Mr. Christopher Born, President of Texas Children's Health Plan. A copy of The Center's organizational chart and resumes/curriculum vitae are included with this proposal.

Mr. Christopher Born is a Certified Public Accountant with a Master's in Business Administration. Mr. Born has an avid interest in population management and program development for vulnerable populations. Mr. Born is a visionary, searching for innovative ways to address access, patient engagement, and incorporate evidence-based practices to focus on quality, clinical, and financial outcomes.

Ms. Tangua Taylor, Director for Business Development and Community Initiatives for TCHP – The Center for Children and Women is a registered nurse who earned a Master's in Business Administration with a focus on Health Care Management. Ms. Taylor is also credentialed as a Board Certified Nurse Executive via American Nurse Credentialing Center (ANCC). Ms. Taylor has held numerous leadership roles within the Texas Children's system over the last 24 years and joined the Health Plan in 2012 in its quest to bring the best of primary care to pregnant women and children in the underserved communities of Harris County.

Dr. Lisa Hollier is a Board Certified Obstetrician/Gynecologist and Maternal-Fetal Medicine specialist with extensive experience providing Women's Health Services and Family Planning services to our Priority Population. In addition to her experience in patient care, she was the Chief of Obstetrics & Gynecology at LBJ General Hospital in Houston. She is a nationally respected leader in Women's Healthcare and is a leader in policy development, particularly in traditionally underserved populations.

Dr. Heidi Schwarzwald is a Board Certified Pediatrician with a Master's in Public Health. Dr. Schwarzwald has twenty years' experience serving underserved populations in the United States and abroad. In addition to her roles with the Texas Children's Health Plan Dr. Schwarzwald serves as Vice Chair for Community Pediatrics in the Baylor College of Medicine Department of Pediatrics. This strong academic tie enhances patient care by providing access to best practices and a robust learning environment.

Dr. Ritu Dutta is the Quality Assurance leader for The Center's Healthy Texas Women Program. Dr. Dutta is a board certified OB/GYN with a long history of providing women's

health and family planning services to our priority population. She was the Director for Women's Health at Community Health Services - a Federally Qualified Health Center located in Hartford, Connecticut. She also set up an ER model for OB/GYN at Andrew's Women's Hospital at Baylor All Saint's Hospital in Fort Worth, Texas.

Brandon McIntyre, Center Practice Leader held the front line administrative management role in the obstetrics clinic until recently transitioning into a new leadership role at The Center's second location in Southwest Houston. On May 9th, a new member of the leadership team will assume the role of the Obstetrics Practice leader. However, during this interim period, Mr. McIntyre is currently serving as Dr. Dutta's administrative partner at The Center's North Houston location. Mr. McIntyre earned his MHA from Texas A&M University Health Science Center. Mr. McIntyre has 5 years of experience in leadership and is experienced in project management. He joined the Texas Children's Health Plan in 2014.

At the Center's Southwest Location, Kelli Santana is the Practice Leader. Ms. Santana attended Ohio State University and brings an extensive knowledge of Obstetrics and Gynecology to The Center. Previously, Ms. Santana worked in Provider Services and Referrals for a managed care organization in the Texas Medical Center. There she was responsible for all OB/Gyn providers in Houston and surrounding areas. Ms. Santana has lead teams in the managed care setting, hospital setting, and in private practice. She left her position managing one of Houston's busiest private OB/Gyn practices to join The Center Leadership Team where she combines her passions for Women's Services with that of helping the underserved population.

3. Resumes/Curriculum Vitae: See Appendix B

4. Experience, Knowledge, and Expertise in Women's Health

As noted above, the Administrative Leadership at The Center for Children and Women has the experience, knowledge and expertise in Women's Health to successfully implement a new program of the size and scope of the Healthy Texas Women Program. We have worked collaboratively across multiple systems to bring our 2 large primary care clinics on-line within the last 3 years. Our first location in Greenspoint opened on August 20, 2013 and our Southwest location opened on November 11, 2014.

Our **women's healthcare team** is made up of 15 obstetrician/gynecologists and 5 certified nurse midwives. Two of the midwives are also Family Nurse Practitioners. We currently act as the PCP for all of the obstetric patients within The Center and are comfortable providing primary care for women. In each clinic, the providers are supported by teams of 3-5 registered nurses (including nurse care coordinators), 6-8 medical assistants, 4 receptionists, 2 ultrasound technologists, a genetic counselor, and 4 enrollment specialists. Behavioral health services are integrated and consist of social workers, clinical therapists (LMSW), psychologists and a psychiatrist. We also have dietitians who provide education and support for women with diabetes and other complications such as obesity; and health educators who lead classes on asthma, breastfeeding, and healthy life styles.

We are currently providing obstetric and gynecologic services for our clients including well woman examinations, pelvic exams, contraceptive services, cervical cytology (pap smear), screening/testing and treatment for sexually transmitted diseases, breast and

cervical cancer screenings, cervical cancer diagnostic services, immunizations, and other preventive services such as cholesterol screening, and screening for diabetes and hypertension. The pharmacy provides ready access to all forms of contraception, including oral, injectable and long-acting reversible contraception on site at The Center. Our providers have been trained in the use of intrauterine devices and certified in the insertion of Nexplanon. We have an active immunization program and provide Flu, Tdap, HPV vaccination, and Hepatitis A and B vaccination.

Since The Center's opening, we have strived to achieve and maintain excellence in quality of care. One of the ways we have done this is by pursuing National Committee for Quality Assurance (NCQA) recognition for being both a Patient Centered Medical Home (PCMH) and Patient Centered Specialty Practice (PCSP). The PCSP recognition applies to the Obstetrics & Gynecology clinic and the model enables specialty practices to use medical home concepts to improve their access to care, the quality of communication, and care coordination with primary care and other medical homes. PCSP scoring is based on 6 standards: Track and Coordinate Referrals, Provide Access and Communication, Identify and Coordinate Patient Populations, Plan and Manage Care, Track and Coordinate Care, and Measure and Improve Performance. Practices achieving PCSP recognition have streamlined their referral processes and care coordination with referring clinicians, as well as focused on timely patient care management and continuous quality improvement.

NCQA recognition is divided into 3 levels with Level 1 being the minimum and Level 3 being the highest possible recognition based on points received in each standard. In 2014, The Center- Greenspoint (GP) successfully achieved NCQA Level 3 recognition as a Patient Centered Specialty Practice. This means NCQA has acknowledged that the Obstetrics & Gynecology Clinic at The Center for Children and Women is operating at the highest standard of quality care and it is reflected in the outcomes and satisfaction of our patients.

Patient satisfaction for the Obstetrics & Gynecology Clinic at The Center for Children and Women is collected and report by a 3rd party vendor utilizing the Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey. Survey collection is done via phone and available in English and Spanish. For the 2015 calendar year, the overall patient satisfaction results for the clinic measured 92.8% against an industry benchmark of 91.7%.

5. Experience in Administering Comprehensive Health Care, referral systems and referral resources

Since our first clinic opened on August 20, 2013, we have been providing comprehensive primary and ob/gyn care for women and adolescents within our multidisciplinary clinics. We act as the primary care provider during pregnancy and address all a woman's health needs. Because of the limitations inherent in the Medicaid program, we have been able to provide basic preventive services between pregnancies to a fraction of our total population.

Services that we provide that have relevance for the HTW Program include:

- a) Annual exams and health screenings for hypertension and diabetes
- b) Breast and cervical cancer screening
- c) Diagnostic tests for abnormal cervical cancer screening

- d) Contraception including oral contraception, depo-provera, long acting reversible contraception, and permanent surgical sterilization with bilateral tubal ligation
- e) Screening for and treatment of STDs
- f) Mental health screening and treatment
- g) Screening and intervention for domestic violence
- h) Counseling and intervention for smoking cessation

Our success in the program is demonstrated through our 2015 calendar year statistics:

Metric	Number
Total patient encounters	16,199
Total unique patients	2,416
Total pregnancy encounters	1,201
Gynecology appointments	1,081
Influenza vaccinations provided	658
Tdap vaccinations provided	1,028
Pap Smears provided	574
Depression screening	1,175
Patients receiving long-acting reversible contraception	130
Patients receiving oral contraception	453
Surgical sterilization	110

We currently provide virtually all covered services within our current clinical locations. We have not previously had sufficient volume of women with cervical dysplasia to provide on-site treatment. These patients have been referred to our Baylor College of Medicine partners in the medical center, at Ben Taub General Hospital or to affiliated-community clinics. We also have used the UT-affiliated Harris Health facilities for patients who lived closer to these clinics. With the anticipated increase in volume of women to whom we will be able to provide gynecologic care, we have requested a small amount of additional funding for purchase of the appropriate equipment to provide cervical dysplasia treatment at our facilities.

We provide ultrasound and basic x-ray services within The Center. We have utilized the local out-patient imaging facilities, including Houston Methodist facilities and Baylor CHI St. Luke's facilities, as needed for mammography or other specialized imaging. Sonohysterography would be referred to the aforementioned facilities. When complex medical care or specialty referrals are needed for women with medical conditions that are out of the scope of our practice within The Center, we have referred these patients to our partners in the Harris Health System. We have a team of Referral Clerks who help us manage these referrals. In addition, our Ob/Gyn care coordinators work directly with complex patients to ensure care transitions.

In situations when hospitalization is required, we send our patients to the most appropriate facility with whom we have a relationship including: Baylor CHI St. Luke's facilities, the Pavilion for Women, Ben Taub General Hospital and LBJ General Hospital. We have protocols for ambulance transports for urgent situations.

In summary, due to our integrated care model in our clinics, we are able to accommodate the primary health care and family planning needs of the overwhelming majority of our patients. We have an existing referral network in place for specialty

referrals and existing protocols for management of urgent situations requiring transport from our facility to a higher level of care.

6. Subcontracting Background

As mentioned, The Center for Children in Women is well positioned to provide the necessary care and service to women who will enroll in the Healthy Texas Women program. The Center has the expert clinical and non-clinical staff to:

- Assist eligible women with enrollment into the HTW Fee-for-Service Program
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program
- Provide staff development and training related to HTW Fee-for-Service Program service delivery, and
- Deliver client and community based educational activities related to the HTW Program

All activities related to the above will be performed by The Center and its staff. The Center will not subcontract out enrollment assistance, staff development and training, or client and community based education. Today, The Center holds a vendor relationship with a locum company for physician coverage as needed. To this point, a client in the HTW program could potentially be treated by a non-permanent Center physician or certified nurse midwife. However, The Center's OB/Gyn Medical Director and Medical Site Leader works closely with any locum physician to ensure that they have proper orientation to The Center and its routines for care. Going forward, this would include educating them on the HTW program and clinical expectations. Discussed below is the Center for Children and Women's experience with subcontracting.

A. Experience subcontracting with other organizations/providers

The Center is a fully-owned subsidiary of Texas Children's Health Plan (TCHP). TCHP currently contracts with HHSC for the STAR, CHIP and STAR Kids programs and has extensive experience in subcontracting with third party vendors and providers as a result of these contracts. Through the management services agreement between The Center and TCHP, The Center receives provider contracting support from an experienced TCHP staff that is responsible for a 6,000 count provider network.

B. Experience developing subcontracts and subcontract negotiations

TCHP has a contracting department of five staff members and one Director fully dedicated to the negotiation and development of contracts for our 6,000 provider network. Third party contracts are negotiated and executed by the Texas Children's Contracting Department and reviewed by the Texas Children's Legal Department when necessary. The Texas Children's Contracting Department is responsible for third party contracts for an entire Texas Children's system, including The Center and has a robust staff of experience and expertise.

C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services

With the support of TCHP or Texas Children's, The Center for Children and Women has executed several contracts with vendors for services and/or items necessary for

clinic operations. Contracts are reviewed and monitored by The Center's director and to ensure that the stated criteria are being met. Depending on the contract, this assessment may require communication with other Center leaders and feedback from the staff. Upon any discrepancies noted, the Contracts Administration Team and/or Legal would be notified to work through the concerns.

D. Experience providing technical assistance to subcontractors, including budget development and management

As part of established contracts, the language speaks to what the subcontractor will provide and what The Center will provide. Upon agreement with the terms of the contract, The Center accepts responsibility to fulfill stated obligations. Should subcontractors require technical assistance, including budget development and management to the extent reasonable to accomplish the mutually agreed upon terms of the contract, The Center will support the subcontractor in this endeavor. This may require support from TCHP and/or Texas Children's and through the aforementioned management agreement there are no barriers to requesting such support.

E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required

As defined by the supervisory responsibilities of leaders at The Center any of the formal leaders are able to monitor subcontractors. These leadership positions include:

- Director of Community Initiatives
- Medical Directors
- Associate Medical Directors
- Center Practice Leaders

Leaders in all of the above staff (leadership) positions have experience either in current or past roles monitoring the required deliverables/services of subcontractors. Available to The Center leaders is the support of Texas Children's Contracts Administration Team and Legal as needed. Should there be any material subcontractors, the Controls and Compliance department will also audit to ensure all requirements of the contract are met. Lastly, The Center benefits from the partnership with TCHP to ensure that any new contracts are filed with the state agencies.

F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position

The staff positions that are anticipated for monitoring professional and clinical subcontractors and the required qualifications are noted in above in response E.

G. Policies and procedures respondent has for monitoring subcontractors that provide direct client services

The Center does not have a specific policy and procedure for monitoring subcontractors that provide direct clinical services. However, at a macro-level, the monitoring of clinical services is done through the assessment of The Center's patient satisfaction and quality of care measures. Regarding patient satisfaction, each provider at The Center has an individual score card by which there is the ability

to perform comparison against each other and industry standards where there is comparable data. With respect to quality data, the HEDIS measures provide insight into The Center's overall performance. As an example, for the OB patients who are engaged in care at The Center, 81% of the women have at least one postpartum visit between 21 – 56 days post-delivery. This outcome is achieved through the provision of direct clinical care and services.

H. Staff positions that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement

TCHP's Provider Relations Department works closely with the provider network to educate and support the practices when necessary. This includes things such as billing and coding assistance, clinical policy and state regulatory changes. Through the management services agreement between The Center and TCHP, The Center receives analytic support from an experienced TCHP department solely dedicated to analyzing data with the objective to both improve quality and ensure state provided funds are spent wisely.

PROGRAM FORM H: FUNDING REQUEST AND PERFORMANCE MEASURES**Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 1,615,524
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	3,307
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PROGRAM FORM I: WORK PLAN**Legal Business Name of
Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Program Component A - Program Administration and Management

Texas Children's Health Plan – The Center for Children and Women has experienced staff and a strong plan to ensure compliance with all program administration, quality improvement, training/development, recruitment, and patient care activities.

The Center for Children and Women ("The Center") is an innovative health care delivery model created in partnership with Texas Children's Health Plan and Baylor College of Medicine to provide primary care to members of Texas Children's Health Plan. The model embraces the tenants of a patient-centered medical home. The concept was developed to enhance the patient and family experience, promote the highest quality care and to bend the cost curve. We opened our first patient-centered medical home in 2013 in an underserved area of North Houston and the second in 2014 in Southwest Houston. In order to achieve the best outcomes for our patients, we enhanced care access by providing integrated services, including obstetrics and gynecology, all in one location. Other services provided within the single facility include pediatrics, behavioral health, radiology, pharmacy, optometry, dentistry, and laboratory. In recognition of the outstanding care provided, the National Committee for Quality Assurance recognized The Center for Children and Women as a Patient-Centered Specialty Practice (the first so recognized obstetrics practice in Texas).

Today, The Center is the medical home for 3,680 obstetric patients who are cared for through pregnancy and the postpartum period. With the support of the Healthy Texas Women's (HTW) program, The Center will be able to provide medical care, including contraception and preventive health services to women whose Medicaid expires 60 days after delivery. The program will allow this priority population access to contraception and preventive health screenings between pregnancies.

A. As part of the implementation of the program at The Center, we propose to provide the following services

1. Assisting eligible women with enrollment into the HTW fee-for-service program
2. Direct clinical care for women deemed presumptively eligible for the HTW Fee-For-Service Program
3. Staff development and training related to HTW Fee-for-Service Program service delivery
4. Client and community-based educational activities related to the HTW Program

B. Priority population to be served

Our priority population includes patients who have auto enrolled in the HTW program from STAR Medicaid, including those patients who received prenatal care at The Center for Children and Women. We also plan to direct our resources to the underserved women in Harris County who meet the eligibility criteria for the HTW program.

C. Organizational workforce and other infrastructure

Our **organizational workforce** is made up of 15 obstetrician/gynecologists and 5 certified nurse midwives. In each clinic, the providers are supported by teams of 3-5 registered nurses (including nurse care coordinators), 6-8 medical assistants, 4 receptionists, 2 ultrasound technologists, a genetic counselor, and 4 enrollment specialists. Behavioral health services are integrated and consist of social workers, clinical therapists (LMSW), psychologists and a psychiatrist. We also have dietitians who provide education and support for women with diabetes and other complications such as obesity; and health educators who lead classes on asthma, breastfeeding, and healthy life styles.

We are currently providing **obstetric and gynecologic services** for our clients including well woman examinations, pelvic exams, contraceptive services, cervical cytology (pap smear), screening/testing and treatment for sexually transmitted diseases, breast and cervical cancer screenings, cervical cancer diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services such as cholesterol screening, and screening for diabetes and hypertension. The pharmacy provides ready access to all forms of contraception, including oral, injectable and long-acting reversible contraception on site at The Center. Our providers have been trained in the use of intrauterine devices and certified in the insertion of Nexplanon. We have an active immunization program and provide Flu, Tdap, HPV vaccination, and Hepatitis A and B vaccination.

Our clinical practice is **strongly evidence-based**. Guidelines published by The American College of Obstetricians and Gynecologists, the Society for Maternal Fetal Medicine and the Centers for Disease Control and Prevention form the basis of specific Perinatal Guidelines and clinical policies used at The Center for Children and Women. These are supplemented by guidelines that are developed by the Medical Director with review and approval of the Leadership Team at The Center for Children and Woman along with The Center's Quality Operations Committee.

We are fortunate to have an Education Coordinator at each site who is tasked with creation and supervision of a wide variety of **training programs** to ensure that staff members all adhere to best clinical practices at each of our clinic locations. The education coordinator manages interdisciplinary clinical learning and performance improvement initiatives and is responsible for managing and training internal staff with multifunctional roles. It is the role of the education coordinator to assess the learning needs of staff and develop curriculums for education and training accordingly. The education coordinator plans, designs, develops, implements and validates competence of clinical staff members and implements development plans based on individual staff needs.

Our **research infrastructure** is strong. The foundation is the data infrastructure based in part on our electronic medical record and access to patient information via claims data. Along with the patient-level data from the electronic medical record, we utilize an enterprise data warehouse for data storage and retrieval. This allows us access to health care cost data so that we can best manage our member population. All our processes are quality-driven and we consistently follow a wide variety of quality metrics.

Financial and administrative systems are supported by Texas Children's Health Plan. Both Center for Children and Women locations were funded by an initial investment from Texas Children's Health Plan and The Center is a fully capitated at-risk model for the provision of health care services to a panel of women and children who are members of the Texas Children's Health Plan. The Center is responsible for the total cost of care for each of the members assigned to its panel. As such, in the care delivery model there is intense focus on wellness and holistic care that will generate downstream savings from reductions in unnecessary ER visits, avoided hospitalizations, and improved health outcomes. These savings provide the opportunity to reinvest in the mission of The Center by funding the upfront cost necessary to support operations.

D. IRB Approval

We do not currently conduct research on individuals who receive services through any HHSC-funded programs.

E. Organizational Chart. The organizational chart is available as Appendix C.

F. Job Descriptions. The following job descriptions have been included as Appendix D.

Director of Business Development and Community Initiatives (Executive Director)	Clinical Dietician
Medical Director	Patient Access Specialist (Receptionist)
Associate Medical Director (Clinical/Program Director)	Enrollment Specialist
Center Practice Leader (Practice Manager)	Community Relations Specialist
Education Coordinator	TCHP Director of Finance and Reporting
Obstetrician/Gynecologist	TCHP Financial Analyst
Certified Nurse Midwife	TCHP Manager of Finance
RN (Care Coordinator/Staff Nurse)	TCHP Senior Financial Analyst
Medical Assistant	

G. Design, implementation, and monitoring of the Healthy Texas Women Program Budget

Texas Children's Health Plan Finance Team will provide oversight and financial reporting relative to the Healthy Texas Women (HTW) Program budget. The Finance Team will serve as partners with The Center for Children and Women's ("The Center") leaders for designing and monitoring the HTW budget. All variables specified for inclusion in the cost-based reimbursement model will be based on 735 presumptive eligible clients served by the HTW Program. There is currently an existing process in place to monitor The Center for Children and Women's performance, including comparison to budget and prior year. This process includes a monthly packet sent out to leadership, monthly meetings held to review results and quarterly strategy meetings. These meetings currently include the Finance Manager, Director of Finance, Chief Financial Officer, Operations/Executive Director, Operations Assistant Director and Medical Directors. The HTW results will be incorporated into this process and will be monitored and reported on a monthly basis. Additionally, there will be a Center Practice Leader who will monitor that the program is operationally performing as expected. Budget variances will be investigated and documented with course correction plans developed as appropriate. The Practice Leader will report the outcomes of any

investigation or action plans to The Center's Assistant Director and Director to be shared across the larger review team as outlined above.

The Center is well-equipped to meet the reporting requirements to ensure contract obligations have been met. We will ensure compliance with all reporting requirements including completion and submission of the reporting templates in the timeframes determined by HHSC.

Program Component B - Quality Assurance/Quality Improvement

The Centers for Children and Women has a robust Quality Assurance/Quality Improvement infrastructure to ensure the highest quality of care is consistently provided to our patients.

A. The internal Quality Assurance/Quality Improvement management and processes

is led by The Center's Quality Specialist, Imani Hasan, MHA. Imani has a Master of Health Administration degree from the University of Southern California and Basic Certificate in Quality and Safety from the Institute for Healthcare Innovation Open School. She has 6 years of experience working on quality/improvement initiatives with numerous organizations throughout California and Texas.

At The Center for Children and Women, Ms. Hasan leads the Ambulatory Practice Council (APC) which is a multidisciplinary collaborative committee with elected members from staff at each of The Center's locations. APC meets at a minimum of six times per year per location. Ms. Hasan is also responsible for activities used to identify trends to be assessed for needed improvement and the frequency of those activities. Examples of past QA/QI initiatives include, but are not limited to:

- Increasing HEDIS Post-Partum Compliance Rates for Panel Members
- Increasing the Percentage of Patients Seeking Prenatal Care in the First Trimester
- Increasing the Number of Pregnant Patients Receiving Influenza Vaccination

The overall responsibility for QA/QI falls to The Center for Children and Women's Quality Operations Committee (CQOC), which is a standing committee of Texas Children's Health Plan's Quality Improvement Committee. CQOC carries the responsibility for the development and implementation of specific quality interventions to improve the quality and safety of clinical care and operations. Additionally, CQOC serves as the oversight body for The Center's APC and its membership is multidisciplinary representing the various service lines at The Center. Membership includes, but is not limited to:

- Director of Operations
- OB Medical Director
- Pediatric Medical Director
- Assistant Director of Operations
- Pharmacy Director
- Pathology Director
- Radiology Director
- Quality Specialist
- Others

The Center's Operations Committee meets monthly with no less than seven meetings per year. Minutes are documented and retained for future reference by the Committee and/or others, as requested.

B. The following further explains quality assurance and quality improvement at The Center

1. Medical Director Involvement in the QA/QI Program

Dr. Hollier, the Medical Director of Obstetrics and Gynecology for The Centers for Children and Women, actively reviews real-time practice quality data, reviews and updates policies at regular intervals, participates as a member of the Ambulatory Practice Council and is also a voting member of The Center's Quality Operations Committee.

2. Activities used to identify trends of needed improvement and the frequency of those activities

The QA/ QI committee is responsible for identifying areas of needed improvement. These are decided by the clinical team and the QI team. Once an area is identified, the team meets monthly to ensure completion of the set goal. The QI committee runs two cycles per year of planned improvement measures in specific areas. The clinical staff is also instrumental in bringing to the notice of the QI committee any items that may require improvement.

3. Activities to ensure correction and follow-up to findings identified

Once the QI committee identifies an area of needed improvement, they create a work plan action – including initial study of area, actions required for improvement and creation of protocols to institute the changes. There is also education of the staff involved. The QI committee meets monthly to implement the above actions. Once the protocols with changes are instituted, there is a follow up to ensure that the new changes are working appropriately and there is correction of the initial workflow. There are also monthly provider meetings to ensure education. The department meets monthly as well to encourage identification of areas of needed improvement, to educate regarding any corrective actions and to discuss appropriate clinical work flow and management.

4. Use and frequency of client satisfaction surveys

Patient satisfaction for the Obstetrics and Gynecology Clinic at The Center for Children and Women is collected and report by a 3rd party vendor utilizing the Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey. Survey collection is done via phone and available in English and Spanish. The survey is collected and reported on a monthly basis with compilations published on a quarterly and an annual basis. The survey results are reviewed monthly by the QA/QI team and the key findings presented in the monthly staff meetings. Areas of deficiency identified from the surveys are addressed in either The Center's Quality Operations Committee or The Center's Joint Leadership Meeting. Based on the particular deficiency, the corrective action plan is developed.

5. System used to identify, report and monitor adverse outcomes

All staff have access to an electronic reporting system that allows for anonymity – the system is called Safety Scoop. This can be used to report adverse outcomes or

incidents from staff, patients or families. There is also a clear defined pathway for staff and patients to report adverse outcomes directly to the supervisor involved. Following any such identification of adverse outcomes, there is an investigation of the incident with education of staff to prevent similar outcomes in the future. We also create protocols to prevent recurrences.

6. Process used to develop and monitor use of protocols and standing orders

Standardized clinical protocols have been created to be used uniformly across the team – these are evidence-based protocols and are accessible from any workstation. Baylor College of Medicine Division of Maternal-Fetal Medicine utilizes a rigorous process of evidence-based guideline development and review. After identification of subject areas, a small workgroup drafts the initial guideline. This guideline is reviewed by the Division of Maternal-Fetal Medicine and discussed at monthly guideline meetings. After input from the Division, the guidelines are finalized, accepted and practice is standardized across all Baylor College of Medicine sites. These guidelines are reviewed and updated every 2 years as a minimum. Additional practice guidelines from the American College of Obstetricians and Gynecologists and the Centers for Disease Control and Prevention (STD Treatment Guidelines) are utilized by the entire team. Protocols, Standing Operating Procedures and standing orders are developed based on the guidelines and are reviewed and updated at least every 2 years.

Charts of advanced practice providers are reviewed on a regular basis. Charts of physicians are reviewed by the team twice monthly at a joint conference. Any team member may identify if there is unindicated deviation from the protocol. Following the identification of the concern, corrective action follows including review of protocols and education of involved team member(s). The standing orders are reviewed regularly with providers and ancillary staff.

Program Component C - Professional Development

With two leadership team members focused on education, professional development is an integral part of the daily operations TCHP – The Center for Children and Women. Sibill Blee, BSN, RN graduated with her Bachelor of Science in Nursing from the University of Texas Health Science Center, San Antonio, Texas. She has ten years of clinical experience including three years in education development and training for health care team. Her clinical background includes medical surgical, maternal child, clinical education and training. Tori Baker, MSN, RN, CPN, received her BSN from Grambling State University and Master's from Texas Tech Health Science Center. She has over 15 years of clinical experience including 6 years of experience developing and leading education and training programs for clinical health care teams.

The education coordinator manages interdisciplinary clinical learning and performance improvement initiatives and is responsible for managing and training internal staff with multifunctional roles. It is the role of the education coordinator to assess the learning needs of staff and develop curricula for education and training accordingly. The education coordinator plans, designs, develops, implements and validates competence of clinical staff members and implements development plans based on individual staff needs. This person is also responsible for the development of policies associated with departmental key

processes. The educator routinely involved in the decision making process which includes establishment of desired outcomes for accountabilities, the approach to achievement of outcomes, and the methodology for measurement and reporting on activities related to staff training and development, including competence assessment and the creation of individualized orientation plans or content for the staff members.

A. Cultural Sensitivity

All faculty and staff have annual required training in the performance of culturally competent care. As part of the annual required training, employees take the following course:

Workplace Diversity

The introduction to workplace diversity course is designed to introduce the concepts of workplace diversity and their impact on people in the workplace. Diversity includes respect and acceptance of individuals with the intention of creating and maintaining a positive environment for all. The content will provide an overview of various aspects of diversity, demographics, and respectful behaviors that should be demonstrated in the workplace. Upon completion of the course the learner will be able to determine ways of learning about people who have backgrounds, cultures, and identities that are not as familiar to them as well as examine the values of ideas and contributions from coworkers and colleagues who identify in ways that you do not identify.

B. Staff Development Training calendar

There are multiple activities that The Center utilizes for continued staff development. In the coming calendar year, we have various trainings scheduled including emergency preparedness, de-escalation and cultural competence. Training includes online as well as in-person training and checklists are used to ensure all staff are appropriately trained.

We will be adding additional training specific to the Healthy Texas Women Program:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

C. Staff who will attend HHSC required trainings.

Ensuring adequate training is essential. Tanguila Taylor, the Executive Director (Director of Operations), Dr. Lisa Hollier, the Medical Director of Obstetrics & Gynecology, and Dr. Ritu Dutta, the Clinical Program Director for the Healthy Texas Women Program will attend HHSC required trainings. We will add additional representatives from our medical staff, nursing staff or administrative leadership, including our Education Coordinator, to attend the training as dictated by the content of the training.

Program Component D - Recruitment

TCHP – The Center for Children and Women has a strong program of outreach and in-reach in place for our clinics leveraging the resources of the Texas Children's Health Plan. We will continue to develop local community awareness through support and collaboration with other programs and community service organizations to maximize utilization of Healthy Texas Women services for the Priority Population in Harris County.

Outreach and Education

We have a unique opportunity to coordinate our outreach efforts with the Texas Children's Health Plan. Because of the coordination of communication and the opportunity to work with an existing infrastructure, we will be able to extend our reach far beyond that of the traditional clinic.

Starting August 1, 2016, we will begin notifying our patients, past and present, and the general public regarding the HTW program in various formats. Using the HTW Program Toolkits that have already been developed by HHSC, we are currently developing messaging that will be posted on our established social media sites (Facebook and Twitter) to coincide with the opening of the program to help us reach our Priority Population addressing the lack of awareness of the program.

Again, working synergistically with the Texas Children's Health Plan, starting in August 2016, we will utilize the Health Plan's communication tools to disseminate information on the HTW program and how to utilize the services. We will place stories in our TCHP member newsletters for both our adult female audience and our pediatric audience to reach the largest number of women and enhance our recruitment efforts. These stories will be a mix of general community education about the need for and benefits of preventive health services and information on how to enroll in the program along with the services that will be provided.

The Center's community outreach activities are lead by Mr. Anthony Navarro, a senior Community Relations Specialist with Texas Children's Health Plan. Mr. Navarro has been working in Outreach/Community Relations for 16 years. He is a certified Community Health Worker and an instructor in the Community Health Worker Training Program at University of Texas Houston School of Public Health. He is a member of the Board of Directors for the YMCA in his service area, and a member of the School Health Advisory Council for Spring Independent School District (ISD), for Aldine ISD and for Alief ISD.

On average, The Center participates in 5-10 events per month. Those events range from health fairs to PTA meetings at local schools. In addition to including information about The Center for Children and Women, we will distribute the brochure mentioned above to families to enhance awareness about family planning and preventive health services and promote utilization of effective contraception methods. We will also provide education at these community events about how to enroll in the HTW program and the services that are provided.

In-Reach and Education

Because of our unique role as a medical home, we are accustomed to managing the health of a population rather than waiting for a patient to approach our office. We will develop an aggressive program to recruit and retain women to ensure maximal utilization of services by enrolled members.

We are currently providing care for women in the Medicaid program with TCHP and also, within the same clinic, provide care to children in the Medicaid program. We will be able to reach women who will be auto-enrolled into the HTW Program and will place them into our management program to ensure that they receive appropriate outreach calls to receive their screening, diagnosis and treatment services under the HTW program. Because of the care we provide to children in the Medicaid program, we will also be able to educate the mothers of these young children about the eligibility criteria and provide screening/enrollment assistance on-site, educate about the availability of services, and educate about the need for preventive care and appropriate contraception to enhance birth spacing and achieve optimal pregnancy outcomes.

Starting August 1, 2016, we will begin notifying our patients, past and present, about the HTW program in various formats. Using the HTW Program Toolkits that have already been developed by HHSC, we are currently developing messaging that will be posted on our established social media sites (Facebook and Twitter) to coincide with the opening of the program to help us reach our Priority Population addressing the lack of awareness of the program.

We will be developing several new deliverables for the Healthy Texas Women Program which will be complete by August 1, 2016. We will send the current members of The Centers for Children and Women a direct mailer which will detail the program and services available to eligible women. In order to ensure maximum exposure among our members (roughly 3,400 adult women today), we will distribute multiple different versions of the direct mailer every other month to our patient base.

Additional Education

We will design a brochure that can be handed to patients that are already being seen at The Center. We also participate in many events within our community to promote The Center. As an addition to our presentations and/or display tables we will include this new brochure which will highlight the HTW program and the advantages.

And finally, at both Center locations we have Enrollment Specialists that help women get CHIP Perinatal and STAR coverage when they find out they are pregnant. Those Enrollment Specialists will also educate women and help them transition to the HTW program once they have delivered. This will ensure that women will continue with care once they have completed their postpartum visits.

Program Component E - Long-Acting Reversible Contraception (LARC) Usage:

We have a strong LARC program in place in The Centers for Children and Women. Of our post-partum population (N=1903), 12.7% (N=242) of our patients have selected LARC methods.

A. The LARC methods provided at the clinic(s) and the LARC methods provided by referral only

The pharmacy, owned and operated by Texas Children's Hospital, located within The Center provides ready access to all forms of contraception, including oral, injectable and long-acting reversible contraception. Our providers have been trained in the use of intrauterine devices and certified in the insertion of Nexplanon. We are currently providing the following LARC methods in clinic: insertion of Nexplanon, and insertion of the following IUDs – Mirena, Skyla, and Paragard. We are evaluating the potential benefits of adding Liletta to the pharmacy.

B. Efforts that will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the priority population

Our clinic currently provides face-to-face education to our patients about LARC methods throughout the prenatal care at prenatal visits. We have handouts that are provided to women who present for contraception or well-woman care. The handouts have general information about all contraception types and we also provide handouts developed specifically for each of the LARC methods. We will also use our social media tools to educate the general population to enhance recruitment into the Healthy Texas Women's program and increase the utilization of LARC methods.

Since our first clinic opened, we have been tracking the LARC utilization rate on our OB/Gyn Outcome Dashboard. We will present this information twice annually at the regularly scheduled Center-wide Staff Meetings.

C. Professional development opportunities that will employ for staff related to LARC utilization and education

We have multiple opportunities for professional development related to LARC utilization and education. We will conduct training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines. This training is planned for July 2016 and January 2017. In addition, our physicians and midwives are encouraged to attend conferences which include education of LARC agents. Materials obtained from these conferences are distributed to the staff to ensure all staff derives benefit. We routinely review ACOG literature and any updates in the guidelines surrounding LARC utilization and educate the clinical team accordingly. We have also instituted LARC certification as part of the onboarding process for new providers joining The Center. If any provider is not already certified, we ensure availability of resources and provide education and certification for that provider.

FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Monitor the administration of the Healthy Texas Women (HTW) Program				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Have snapshot visibility to the operational measures of HTW Program	Determine the core operational measures to be assessed	Documented list of core operational measures	Executive and Medical Director	May 31, 2016
	Create a HTW operational dashboard	Fully developed and adopted operational dashboard	The Center AD or Practice Leader and Data Analyst	June 30, 2016
	HTW Operational update provided at Texas Children's Health Plan's Leadership Team meetings	Minutes reflecting the HTW discussion	Executive and Medical Director	Quarterly
Objective 2. Incorporate HTW quality of care discussion into the Center's Quality Operations Committee (CQOC)	Add HTW to the sequence of quality reports at The Committee	Minutes reflecting the HTW discussion at CQOC	OB Medical Director and Quality Specialist	Quarterly
Objective 3. Have solid financial oversight for the HTW Program	Develop the financial report(s) necessary for monitoring the HTW budget	Completed financial reporting tools incorporated into The Center's financial package	Finance Manager and Director	June 30, 2016
	Add the HTW financial overview to The Center's existing financial reporting package and cadence			Monthly

Program Component A - continued Program Administration and Management				
Goals: Monitor the administration of the Healthy Texas Women (HTW) Program				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 4. Timely submission of HTW FFS claims	Set up payer structure within The Center's EMR	Documented record of EMR set up and test claim runs	Texas Children's IS Team, Executive Director, Finance Director, Billing Manager, Texas Children's Physician Services Organization	June 30, 2016
	Add HTW fee table to the EMR system Create and test claims scenarios			
Objective 5. On time submission of HTW vouchers to draw down cost reimbursement funding	Develop logistics for completing and submitting the vouchers and receiving the funds	Documented process for HTW voucher handling	Chief Financial Officer, Finance Director, Billing Manager	June 30, 2016
		Received HTW grant funds		Monthly
	Update accounting journal entries	Updated financial reporting		Monthly

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Monitor quality of care and patient experience and ensure optimization of				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Patient satisfaction and retention	Patient satisfaction surveys	Assess various components of patient satisfaction	Director, Assistant Director, Chief Medical Officer, Associate Medical Director, Center Practice Leader	Monthly
Objective 2. Delivery of highest quality of care	Monitor outcomes and trends to assess areas for optimization	Defined clinical outcomes	CQOC committee	Every 6 months
Objective 3. Maintain facilities	General and risk assessment of facilities	Defined variables to be assessed	Ambulatory Practice Council	Annual
Objective 4. Minimize clinical and technical errors	Identification and reporting of any errors through Safety Scoop	Assess reported errors	Ambulatory Practice Council	Per occurrence
Objective 5. Review quality of care for HTW Program	Add HTW to the quality reports at the Center	Assessment of defined clinical measures	OB Medical Director and Quality Specialist	Quarterly

FORM I: WORK PLAN

Program Component C Professional Development				
Goal: The Centers for Children and Women will provide HTW Program services competently and with sensitivity to diverse client cultures				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Ensure appropriate understanding of HHSC required elements for the Healthy Texas Women's Program throughout the grant period of July 1, 2016 thru August 31, 2017.	Program staff will attend HHSC required trainings	Attendance records for required trainings	Executive Director Medical Director Program Director	As required
Objective 2. Enrollment Specialists are trained to provide HTW Program eligibility and enrollment services to current and prospective clients by July 31, 2016.	Completion of the following will be required: Application of presumptive eligibility screening criteria Benefits training	Attendance records for required trainings	Education Coordinator Practice Manager	July 31, 2016 with repeat training Q 6 months for the duration of the program
Objective 3. Ensure appropriate Cultural Competency for all clinic staff throughout the grant period of July 1, 2016 thru August 31, 2017.	Completion of the following will be required: Annual Cultural Competency Training entitled Workplace Diversity	Documented completion of training course	Education Coordinator	Annual required training (02/2017)
Objective 4. Ensure that all staff members understand the HTW Program availability and services throughout the grant period of July 1, 2016 thru August 31, 2017.	Provide initial Center-wide training for the staff on the availability of the HTW program, the eligibility criteria, and the services provided.	Documented attendance at the staff meeting where training is provided	Education Coordinator	July 31, 2016 with with repeat training Q 6 months for the duration of the program
	Include training on the availability of the HTW program, the eligibility criteria, and the services provided in the orientation of new	Documented completion of training during on-boarding	Education Coordinator Practice Manager	July 1, 2016 thru August 31, 2017

FORM I: WORK PLAN

Program Component D Recruitment				
Goal: Increase access to Women's Health Services to prevent unintended pregnancies and promote healthy women including improved pregnancy outcomes.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Increase awareness of the Healthy Texas Women Program in the underserved population of Harris County.	Develop and distribute a direct mailer with information about HTW Program to all TCHP Star (TP-40) members.	Completion of direct mailer Mail the information to the TCHP Star Pregnancy members.	Kristen Cover, Director Marketing Parker Amis, Manager Marketing	August 1, 2016 September 1, 2016
	The Center for Children and Women will participate in a minimum of 5 community events per month beginning July 1, 2016.	Attendance sheet for community events	Juan Anthony Navarro (community outreach)	August 31, 2017
	Utilize Facebook and Twitter to increase awareness of the HTW program and care at The Center for Children and Women	Number of Facebook posts per month Number of Tweets per month Number of "Likes", "Shares" and "Retweets".	Parker Amis, Manager Marketing Ashley McLean, Social Media	August 1, 2016 – August 31, 2017
Objective 2. Promote retention in the HTW Program throughout the grant period, July 1, 2016 – August 31, 2017.	Develop and send reminder cards to women every other month for the duration of the program.	Completion of reminder cards Mail the information to the TCHP Star Pregnancy members.	Kristen Cover, Director Marketing Parker Amis, Manager Marketing	August 1, 2016 August 31, 2016 – August 31, 2017

FORM I: WORK PLAN

Program Component E LARC Usage				
Goal: Increase utilization of long-acting reversible contraception among clients				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1. Provide same day access to LARC methods in the clinic for eligible women during the time period of the grant July 1, 2016 thru August 31, 2017.	Availability of LARC agents in the clinic Provider training and certification	Measure number of patients using LARC agents	Clinical team: MDs, CNMs, RNs, MAs	Ongoing
Objective 2. Provide all clients with written information in their primary language about LARC methods during the time period of the grant July 1, 2016 thru August 31, 2017.	Keep LARC information in English and Spanish readily available at the clinic	Measure number of patients using LARC agents	Clinical team	Ongoing
Objective 3. Ensure that all clinic providers are trained and certified (as appropriate) to perform LARC insertion during the time period of the grant July 1, 2016 thru August 31, 2017.	Check certification at onboarding Train new providers as needed Encourage CME activities Distribution of updated guidelines	Ensure all providers using LARC agents on same day basis	HTW Program Director (Associate Medical Director), Medical Director	Ongoing

PROGRAM FORM J: ASSESSMENT NARRATIVE**Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Part A

Source of Assessment Data	Date of Each Assessment Source
1. United States Census Bureau; http://www.census.gov/quickfacts/table/PST045215/48201	March 28, 2016
2. 2014 American Community Survey 1 year estimates S1701: Poverty Status in the last 12 months; Types of Health Insurance coverage by age; Occupation by sex and median earnings in past 12 months.	March 30, 2016
3. Episcopal Health Foundation's <i>Children's Health Snapshot</i> (Fall, 2014)	April 15, 2016
4. CDC Wonder data base Compressed mortality files for O codes http://wonder.cdc.gov/ February 2, 2016	March 28, 2016
5. Texas Behavioral Risk Factor Surveillance System (BRFSS) 2014 Summary Tables for Harris County, Texas Department of State Health Services Center for Health Statistics. Prepared January 6, 2016.	March 29, 2016

Our community is Harris County and the priority population is women eligible for HTW Program who reside in Harris County.

Part B**1. Community Description****a. Geographic Boundaries (urban or rural, physical environment)**

Harris County, Texas is the third largest county in the United States by population (4,441,370 - 2014 estimates) (1). While classified an urban county because of its large population in incorporated (city) and unincorporated areas, about 29 percent of the county is not classified as urban area.

b/c. General Demographic and Socioeconomic Data (age, gender, ethnicity, per capita income, poverty levels, occupational data, etc etc.)

The population is diverse with 31.4% white non-Hispanic, 19.5% black non-Hispanic, 41.8% Hispanic and 6.2% Asian alone. The remaining 1.1% includes American Indian and others (1). Reproductive age women make up one quarter of the population. Median household **income** in Harris County was \$53,822 and the per capita income in the last 12 months was \$28,454 (1). Of the county population, 59.8% of women ≥16 are in the civilian labor force.(1) The median income for women was \$28,187 compared to \$38,081 for men (2). Thirty eight percent of the population in Harris County is ≤ 200 percent of the federal **poverty** level. In 2014, there were 884,332 women age 18-44 and 283,063 (32%) of them had no **health insurance coverage**. (2)

d. Description of Community-wide Health Status (e.g., key morbidity/mortality statistics)

Within the Harris county area, data supports multiple geographic concentrations of high need, low insurance coverage, high teen pregnancy rates, high incidence of premature birth and low utilization of preventive health services.

Harris County has a 13.3% preterm birth rate, 8.8% low birth weight, and 6.3% infant mortality (3). Only 59.2% of the births in 2013 had prenatal care in the first trimester and 4.2% of the births received no prenatal care. Over 43% are WIC recipients. Births to teen mothers (ages 13-14) are 1.9% and 33.8% to teens aged 15-17 (3). The maternal mortality rate is 35.7/100,000 livebirths (2011-2013) and the pregnancy associated maternal mortality is 40.7/100,000 (2011-2013) Healthy People 2020 Goal is 11.4/100,000 live births. (4)

Cervical cancer mortality (2008-2012) is higher in Harris County than the Healthy People 2020 goal [2.8 deaths /100,000 vs. 2.2/100,000 women]. Hispanic women are at highest risk with 4.2 deaths/100,000 women and black women are also at risk with 3.4 deaths /100,000 women. According to the 2014 BRFSS, only 52.8% of women ages 18-29 have had a pap smear. The rate is only 78.4% for those uninsured. (5) Only 11.4 % of the population had HPV shots 7.9% for male and 16.8% for female. (5)

In Harris County, 10.7% of women have been told they have diabetes. Rates are lower for those without insurance (5.4%). Women without insurance are less likely to have been tested for diabetes (33.9% vs 61.2%) Only 38.9% of those with income less than \$25,000 report they have been tested for diabetes.(5)

2. Description of the Priority Population

e. Geographic Service Area (Form B): Harris County

The Priority Population for TCHP The Center for Children and Women at Greenspoint and in Southwest Houston is defined as:

- 1) Patients who have auto-enrolled in the HTW program from STAR Medicaid and have received prenatal care at The Center for Children and Women
- 2) Underserved women in Harris County who meet the eligibility criteria for the HTW program.

f/g. Characteristics and Health Status of Priority Population (including demographic and socioeconomic data specific to each population):

The women who seek care at The Center for Children and Women reflect our Priority Populations for the HTW Program, in that they are young (ave age 26), ethnically diverse (60% Hispanic, 28% African American, 6.2% Caucasian and 4.3% other) and a quarter speaks Spanish only. They are uninsured outside of pregnancy and consequently have significant unmet health needs. Rates of preterm birth, low birth weight, and infant mortality are higher than national rates. Late or no prenatal care happens in >60% of pregnancies. Teen pregnancy rates are some of the highest in the country. Over 40% of the population is obese, and only 2.8% have been diagnosed with diabetes. Fewer than 10% of women have received the HPV vaccine

h. Current Population Served (characteristics, population data, numbers of clients served, types and numbers of services provided).

Clients served in 2015:

Age Group	Greenspoint OB	Southwest OB	Grand Total
18 Through 24	1,082	478	1,560
25 Through 34	1,288	534	1,822
35 Through 44	362	163	525
45 and Older	14	9	23
Under 18	154	70	224
Grand Total	2,900	1,254	4,154

No. of patients prescribed oral contraceptives	453
No. of patients prescribed depo provera	196
No. of patients receiving LARC	130

3. Gaps in resources and potential barriers to improving health status in the community and how we proposed support services will address these issues.

Barrier--Lack of Knowledge: Our outreach, in-reach and educational activities will raise the awareness of effective modes of family planning and of preventive health practices. The activities will also raise the awareness of the HTW Program and availability of contraception and other preventive health care services for women and the ability to access these services in our clinic. Increased knowledge will lead to increased utilization.

Gap-Inadequate utilization of preventive services: We will manage our population ensuring that they have appropriate screening for diabetes, hypertension, STI, breast disease, and cervical dysplasia. We will ensure HPV vaccination to reduce cervical cancer.

Gap-Inadequate utilization of highly effective contraception: We will continue to provide comprehensive counseling and same day insertion of the LARC methods of contraception.

Barrier-Transportation: The ability to provide services for women who are presumed eligible for the program can ensure that women who are able to get to the clinic can have the care that they need at the point of service without having to wait and come back to the clinic.

Barrier-Lack of "Insurance": While the Texas Women's Health Program has been available, many women were unable to enroll. The enrollment assistance that this program will allow us to provide gives thousands of uninsured, low income women an opportunity to enroll in the program. Low rates of early prenatal care and high rates of complications such as preterm birth and infant mortality will be addressed by our ability to remain "connected" to women as their regular source of preventive care.

PROGRAM FORM K: HEALTH TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Clinic site # 1 of 2**The Center for Children and Women Greenspoint**

Appropriate signage to identify funded entity?	Yes X	No
Space for clinical and administrative staff?	Yes X	No
Locked storage for charts, records, medications and medical supplies?	Yes X	No
Proper disposal for medical waste?	Yes X	No
CLIA certification for level of tests performed?	Yes X	No
Handicap-accessible clinic sites that are geographically close to target population?	Yes X	No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	Yes X	No
Appropriate emergency policies/procedures and supplies as applicable?	Yes X	No
Appropriate use of interpreter services and language translation (including resources for both)?	Yes X	No
Compliance with ADA requirements?	Yes X	No
Financial management systems including secure data storage?	Yes X	No

Clinic site # 2 of 2**The Center for Children and Women Southwest**

Appropriate signage to identify funded entity?	Yes X	No
Space for clinical and administrative staff?	Yes X	No
Locked storage for charts, records, medications and medical supplies?	Yes X	No
Proper disposal for medical waste?	Yes X	No
CLIA certification for level of tests performed?	Yes X	No
Handicap-accessible clinic sites that are geographically close to target population?	Yes X	No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	Yes X	No
Appropriate emergency policies/procedures and supplies as applicable?	Yes X	No
Appropriate use of interpreter services and language translation (including resources for both)?	Yes X	No
Compliance with ADA requirements?	Yes X	No
Financial management systems including secure data storage?	Yes X	No

Clinic site # 1 of 2 THE CENTER FOR CHILDREN AND WOMEN SOUTHWEST**CLINIC SITE INFORMATION**

Clinic Name:	Texas Children's Health Plan The Center for Children and Women Southwest		
Street Address:	9700 Bissonnet	Suite:	1000 W
City: Houston	County: Harris	Zip Code: 77036	H
Clinic APPOINTMENT Phone #:	832-828-1055		
Clinic PRIMARY Phone #:	832-828-1005	Fax:	832-825-9462
Service Area (counties to be served):	Harris County		
Contact Person:	Lisa Hollier, MD Medical Director		
Pharmacy License #:	Not Applicable	Class:	
TPI#:	335661001	NPI#:	1629498498
Submission date of Medicaid Application: Currently a Medicaid Provider			
Subcontractor Site:	Yes	No	X
Mobile Site:	Yes	No	X

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7 AM	12 PM	12 PM	5 PM	5 PM	7 PM
TUESDAY	7 AM	12 PM	12 PM	5 PM	5 PM	7 PM
WEDNESDAY	7 AM	12 PM	12 PM	5 PM	5 PM	7 PM
THURSDAY	7 AM	12 PM	12 PM	5 PM	5 PM	7 PM
FRIDAY	7 AM	12 PM	12 PM	5 PM	5 PM	7 PM
SATURDAY	9 AM	12 PM	12 PM	3 PM		
SUNDAY	Closed					
TOTAL HRS/MONTH	121		121		43	

PROGRAM FORM L: STAFF DEVELOPMENT PLAN**Legal Business Name of
Respondent:**

Texas Children's Health Plan – The Center for Children and Women

1. Personnel responsible for coordinating staff development activities - including job titles and qualifications

With two leadership team members focused on education, professional development is an integral part of the daily operations TCHP – The Center for Children and Women.

We have two education coordinators who are responsible for coordinating staff development activities. The education coordinator manages interdisciplinary clinical learning and performance improvement initiatives and is responsible for managing and training internal staff in multidisciplinary roles. It is the role of the education coordinator to assess the learning needs of staff and develop curricula for education and training accordingly. The education coordinator plans, designs, develops, implements and validates competence of clinical staff members and implements development plans based on individual staff's learning opportunities. This person is also responsible for the development of policies associated with departmental key processes. The educator is routinely involved in the decision making process which includes establishment of desired outcomes for accountabilities, the approach to achievement of outcomes, and the methodology for measurement and reporting on activities related to staff training and development, including competence assessment and the creation of individualized orientation plans or content for the staff members.

The Center's Education Coordinators are Sibil Blee, BSN, RN and Toronda Baker, MSN, RN, CPN.

Sibil Blee, BSN, RN graduated with her Bachelor of Science in Nursing from the University of Texas Health Science Center, San Antonio, Texas. She has ten years of clinical experience including three years in education development and training for health care team. Her clinical background includes medical surgical, maternal child, clinical education and training.

Toronda Baker, MSN, RN, CPN, received her BSN from Grambling State University and Master's from Texas Tech Health Science Center. She has over 15 years of clinical experience including 6 years of experience developing and leading education and training programs for clinical health care teams.

The job description for the education coordinator role is included with Form I, Program Component 1.

With the guidance and support of the Executive Director and the Medical Director, the Education Coordinators will develop and implement the following required training:

- A. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
- B. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
- C. Training twice annually to staff on HTW eligibility screening and application procedures.

2. Specific training that will be used for eligibility and billing staff

A. Eligibility Staff

For the women who will seek care under the Healthy Texas Women (HTW) Program, the Enrollment Specialist at The Center will be responsible for verifying eligibility. This is process that is very familiar to the Enrollment Specialists as they perform application assistance today for families inquiring about STAR Medicaid and/or CHIP. To perform successfully in the Enrollment Specialists role, all team members must be knowledgeable in the various programs and associated enrollment processes. In order to acquire and maintain such knowledge, the Enrollment Specialist attends all mandatory HHSC required trainings. We will perform training twice annually to staff on HTW eligibility screening and application procedures.

At TCHP—The Center for Children and Women, all Enrollment Specialists are Certified Community Health Workers. A Community Health Worker (CHW) is a lay health and human services worker who provides needed services to individuals and families in our community. These services include:

- Culturally appropriate health education
- Overcoming language barriers
- Navigating healthcare systems
- Speaking up effectively about medical concerns
- Seeking available assistance resources

Each community health worker has to renew their CHW certification every two years. Continuing Education (CE) is required for renewal. CE is intended to maintain and improve the quality of professional services provided by community health workers and instructors and to keep these individuals knowledgeable of current programs, techniques and practices.

B. Finance Staff

The Texas Children's Health Plan Finance Team will provide billing support to The Center for the HTW program. The director and manager of this team are both Certified Public Accountants (CPAs) and are required to complete 40 hours of continuing education annually to maintain their certifications and stay abreast of accounting rules and reporting. Also required to be successful in this role is a thorough understanding of non-profit accounting with knowledge of statutory accounting and the HHSC Unified Managed Care Manual.

3. Training needs assessments are conducted and used to generate a staff development plan. Training activities for staff are tied to quality management review findings

An annual learning needs assessment is done for all staff members via online survey and influences the staff development plan for the year. The results of the survey are evaluated along with quality management review findings to determine the trainings to be delivered. The survey is assessed for needs across the different disciplines and the top three items dictate training for Center staff members at the system level. The assessment is further broken down by role to determine the top needs for the individual multidisciplinary teams. A development plan is developed by the Education Coordinators and training is initiated with the help of the leadership team.

Specifically, as it relates to quality management reviews any findings reviewed by the leadership team and agreed upon as an opportunity for improvement is shared with The Centers Ambulatory Practice Council and/or Centers Operations Quality Committee. Efforts to address areas of improvement include, but are not limited to forming the appropriate ad hoc committee with staff member representation, utilizing methodologies such a Plan-Do-Study-Act (PDSA) cycles to monitor and measure progress of change initiatives, and hardwiring successful practices into the orientation pathways for the appropriate roles at The Center. By updating the orientation pathways, this ensures that any new hires that join the team after the initial staff education receive the most recent education regarding the specific quality and/or change initiative.

In addition to the above, an on-going assessment of training needs is done as new or updated policies and/or standard operating procedures (SOPs) are approved for implementation at The Center. It is the role of the Education Coordinators to assess for gaps in knowledge regarding the new or updated policies and SOPs to determine the best possible educational modality to present the information to the staff. Training can be provided in written, didactic, or specific skills check-off formats.

4. Procedures and documentation for staff annual performance review and the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

All staff undergo a performance review annually. The performance review process is comprised of three phases which are 1) planning, 2) mid-year review, and 3) annual review. It is at the planning phase where the staff's goals and development plan are developed and agreement reached between the employee and their leader. The goals established are both individual and team goals with shared accountability across disciplines and departments. The employee's development plan is individualized and identifies areas of clinical knowledge and skills development and/or opportunities to increase knowledge in other areas that will be pertinent to the employee's satisfactory performance in their role. The development plan is competency based and where there is the opportunity to increased knowledge and skills, the competency most often selected is Technical/Professional Knowledge and Skills. This competency is defined as having achieved satisfactory level of technical

and professional skill or knowledge in position-related areas and keeping up with current developments and trends in the areas of expertise.

At the mid-year review, the employee and their leader review the employee's progress towards meeting the established goals and development opportunities. It is the employee's and the leader's responsibility to contribute to the opportunities for the employee to grow in the identified areas. This may include attending a course, mentoring with another, completing online modules, attending conferences and CMEs/CNEs and remediation if more intense training is required.

The annual review summarizes the employee's performance for the entire year. Of note, The Center for Children and Women's review cycle is on a calendar year. To ensure that all staff are performing optimally in their roles, everyone is encouraged to attend CMEs/CNEs opportunities for continuing professional development or other role specific educational offerings. Also, supervisors with direct reports are required to complete performance continuum course work that consists of classroom activities and learning modules. This learning opportunity for The Center's supervisors ensures that they are current in their knowledge and expectations of supporting employees through the performance management process.

Specifically regarding new providers, they must present completed training in their specific job requirements. Training is provided if the provider not already certified. There are compliance testing measures for set skills at periodic intervals. Providers are confirmed to be certified in Nexplanon insertion and trained in IUD insertion prior to onboarding and the ancillary staff is trained regarding LARC methods.

Any new services that are introduced are preceded by appropriate and adequate staff training for all members of the team who are impacted by the change. Ensuring this training is completed is the responsibility of the Education Coordinators.

PROGRAM FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**Legal Business Name of Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Date	Topic/Activity	Presenter	Location (Select One)	
			Within Agency	Outside Training
07/20/16 01/18/17 08/17/16 02/15/17 09/21/16 03/15/17 10/19/16 04/19/17 11/16/16 05/17/17 12/21/16 06/21/17	Center Specific Orientation	Toronda Baker, MSN, RN Sibil Blee, BSN, RN	The Center for Children and Women at Southwest & Greenspoint	
07/26/16 01/27/17 07/29/16 01/27/17 08/23/16 02/21/17 08/26/16 02/24/17 09/27/16 03/28/17 09/27/16 03/31/17 10/25/16 04/25/17 10/28/16 04/28/17 11/22/16 05/23/17 11/25/16 05/26/17 12/23/16 06/23/17 12/27/16 06/27/17	Monthly Education Sessions	Toronda Baker, MSN, RN Sibil Blee, BSN, RN	The Center for Children and Women at Southwest & Greenspoint	
02/2017	Workplace Diversity	Health Stream Module	Online	
06/2017	Annual Required Training – Team Building	Organizational Development	The Center for Children and Women at Southwest & Greenspoint	
06/2017	De-escalation Training	Behavioral Health – Stephanie Chapman, MD	The Center for Children and Women at Southwest & Greenspoint	
06/2017	Emergency Preparedness	Toronda Baker, MSN, RN Sibil Blee, BSN, RN Center Practice Leaders	The Center for Children and Women at Southwest & Greenspoint	
08/2016 02/2017	LARC Training	Mirena Vendor	The Center for Children and Women at Southwest & Greenspoint	
07/2016	Healthy Texas Women (HTW) Training	Center Practice Leaders Enrollment Specialists	The Center for Children and Women at Southwest & Greenspoint	
07/2016 01/2017	HTW Eligibility & Application Procedures	Center Practice Leaders Enrollment Specialists	The Center for Children and Women at Southwest & Greenspoint	

PROGRAM FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name of Respondent: Texas Children's Health Plan – The Center for Children and Women

1. HTW Program Promotion/Education/Outreach Plan

We plan a significant outreach program which will be superimposed on our existing marketing plan for our clinics. Our plan addresses the most important gaps and barriers identified in the Assessment of the needs of the community (Section 2.2). These barriers and gaps are: Lack of knowledge about family planning options, lack of knowledge about the HTW Program and covered benefits, lack of coverage, inadequate utilization of effective contraception methods, inadequate utilization of preventive services, and inadequate transportation.

We are currently providing care for women in the Medicaid program with TCHP and also, within the same clinic, provide care to children in the Medicaid program. We will be able to reach women who will be auto-enrolled into the HTW Program and will place them into our management program to ensure that they receive appropriate outreach calls to receive their screening, diagnosis and treatment services under the HTW program. Because of the care we provide to children in the Medicaid program, we will also be able to educate the mothers of these young children about the eligibility criteria and provide screening/enrollment assistance on-site, educate about the availability of services, and educate about the need for preventive care and appropriate contraception to enhance birth spacing and achieve optimal pregnancy outcomes.

We have a unique opportunity to coordinate our outreach efforts with the Texas Children's Health Plan. Because of the coordination of communication and the opportunity to work with an existing infrastructure, we will be able to extend our reach far beyond that of the traditional clinic.

Starting August 1, 2016, we will begin notifying our patients, past and present, and the general public regarding the HTW program in various formats. Using the HTW Program Toolkits that have already been developed by HHSC, we are currently developing messaging that will be posted on our established social media sites (Facebook and Twitter) to coincide with the opening of the program to help us reach our Priority Population addressing the lack of awareness of the program.

We will be developing several new deliverables for the Healthy Texas Women Program which will be complete by August 1, 2016. We will send the current members of The Centers for Children and Women a direct mailer which will detail the program and services available to eligible women. In order to ensure maximum exposure among our members (roughly 3,400 adult women today), we will distribute multiple different versions of the direct mailer every other month to our patient base.

Our clinic sends out a monthly eBlast with health education information for our patient population. Starting in August, we will utilize the monthly eBlast to send our patients information on the HTW program and how to utilize the services. In addition, we will utilize the Health Plan's communication tools to further the message. We will

place stories in our TCHP member newsletters for both our adult female audience and our pediatric audience to reach the largest number of women and enhance our recruitment efforts. These stories will be a mix of general community education about the need for and benefits of preventive health services and information on how to enroll in the program along with the services that will be provided.

We will design a brochure can also be used when we have events at the clinic or we do outreach in the community through health fairs or other face-to-face meetings with families (see below in #2 also). The brochure will describe how to enroll into the program and the services that will be provided.

And finally, at both Center locations we have Enrollment Specialists that help women get STAR coverage when they find out they are pregnant. Those Enrollment Specialists will be responsible for educating women about the HTW program and for helping them transition to the HTW program once they have delivered and their Medicaid is expiring. This is a great mechanism to ensure that women will continue with care once they have completed their postpartum visits.

2. Community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area.

On average, The Center participates in 5-10 events per month. Those events range from health fairs to PTA meetings at local schools. In addition to including information about The Center for Children and Women, we will distribute the brochure mentioned above to families to enhance awareness about family planning and preventive health services and promote utilization of effective contraception methods. We will also provide education at these community events about how to enroll in the HTW program and the services that are provided.

We have several events planned on our calendar (Form M-1); however, as the year progresses we add events daily.

Collaborative Partners:

Texas Children's Health Plan
Aldine Independent School District
Baylor College of Medicine Teen Health Clinics
March of Dimes
Kline Independent School District

PROGRAM FORM M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of Respondent: Texas Children's Health Plan – The Center for Children and Women

Date	Event	Location
July 2016	Facebook Posts	
July 2016	Member eBlast	
July 2016	TCHP Member Newsletter article	
July 23, 2016	Back to School Event	The Center for Children and Women Greenspoint
July 23, 2016		St. Matthew Church
July 30, 2016	Back to School Event	The Center for Children and Women Southwest
August 2016	Facebook Posts	
August 2016	Member eBlast	
Aug 6, 2016	Aldine ISD Back to School Event	M.O. Campbell Center
August 6, 2016	Texas Children's Health Plan Back to School Event	West Oaks Mall
September 2016	Facebook Posts	
September 2016	Member eBlast	
September 2016	TCHP Member Newsletter article	
October 2016	Facebook Posts	
October 2016	Member eBlast	
October 2016	Halloween for Heroes	The Center for Children and Women Greenspoint
October 2016	Halloween for Heroes	The Center for Children and Women Southwest
November 2016	Facebook Posts	
November 2016	Member eBlast	
November 2016	TCHP Member Newsletter article	
December 2016	Facebook Posts	
December 2016	Member eBlast	
January 2017	Facebook Posts	
January 2017	Member eBlast	
January 2017	TCHP Member Newsletter article	
February 2017	Facebook Posts	
February 2017	Member eBlast	
March 2017	Facebook Posts	
March 2017	Member eBlast	
March 2017	TCHP Member Newsletter Article	
April 2017	Facebook Posts	
April 2017	Member eBlast	
May 2017	Facebook Posts	
May 2017	TCHP Member Member eBlast	
May 2017	Newsletter Article	
June 2017	Facebook Posts	
June 2017	Member eBlast	
July 2017	Facebook Posts	
July 2017	Member eBlast	
July 2017	TCHP Member Newsletter Article	
August 2017	Facebook Posts	
August 2017	Member eBlast	

APPENDIX E: Healthy Texas Women Certification

**Legal Business Name of
Respondent:**

Texas Children's Health Plan – The Center for Children and Women

This certification pertains to the following billing or performing provider:

Provider Name Lisa M. Hollier

Federal Tax ID Number 46-1392824

NPI Number 1609893205

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 9700 Bissonnet St., Suite 1000W

City/State/Zip Code Houston, TX 77036

Telephone Number 832-828-1005

Provider's primary physical address:

Street Address 6621 Fannin

City/State/Zip Code Houston, TX 77030

Telephone Number 832-828-1543

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Lisa M. Hollier, MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) Medical Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: *Lisa M. Hollier MD*

Printed Name: Lisa M. Hollier, MD

Title: Medical Director, TCHP The Center for Children and Women

Date: 4/18/2016

APPENDIX E: Healthy Texas Women Certification**Legal Business Name of Respondent:**Texas Children's Health Plan – The Center for Children and Women***This certification pertains to the following billing or performing provider:*****Provider Name** Lisa M. Hollier**Federal Tax ID Number** 46-1392824**NPI Number** 1609893205***If provider does not have an NPI, Submission Date of Medicaid Application*** _____***Provider's primary billing address:*****Street Address** 700 North Sam Houston Parkway West**City/State/Zip Code** Houston, TX 77067**Telephone Number** 832-828-1005***Provider's primary physical address:*****Street Address** 6621 Fannin**City/State/Zip Code** Houston, TX 77030**Telephone Number** 832-828-1543**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
 common ownership, management, or control;
 a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Lisa M. Hollier, MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) Medical Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Lisa M. Hollier, MD

Title: Medical Director, TCHP The Center for Children and Women

Date: 4/18/2016

3.8.1.3 Section 3 – VALUE-ADDED BENEFITS

The Center for Children and Women will not provide value added benefits under the Texas Healthy Women Program. This section is not applicable.

3.8.1.4 Section 4 - ASSUMPTIONS

The following is a list of assumptions held by The Center for Children and Women ("The Center") in responding to the Healthy Texas Women (HTW) Program RFP #529-16-0094.

- It is assumed that the Health and Human Services Commission (HHSC):
 - Will seek clarification for any content in the RFP response as needed and allow The Center ample opportunity to respond.
 - Understands that the workforce numbers are a snapshot at the time the RFP response was prepared.
 - Recognizes that all privacy policies and procedures that govern Texas Children's also apply to The Center.
 - Understands that for any vendor relationship that is established between The Center and said vendor that a contract is initiated that explicitly speaks to the protection of PHI and has HIPPA embedded language that must be acknowledged by the vendor.
- The Center assumes that:
 - In the Security and Privacy Initial Inquiry (SPI) for the context of this RFP, the HHS Confidential Information is the content of this RFP response and any future patient eligibility and medical documentation that is produced as a result of caring for women in the HTX Program and that HHS may request data in an effort to monitor the program.
 - When addressing PHI not being stored or transmitted outside of the United States that language in the organization's standard Business Associate Agreement (BAA) and the associated letter from our privacy officer that is used for all vendors meets the intent of acknowledging our position of storage and transmission of PHI outside the US. The documented position of the organization aligns with the expectations of HHS.
 - The Data Use Agreement (DUA) referenced in the SPI will be formally issued as part of the HHS contract.
 - Within the grant dollars, awarded there is flexibility to use funds across categories if such need is identified.
- In defining the patient population the following assumptions were made:
 - We assume a population of 1,500 women receiving prenatal care with The Center for Children and Women on an annual basis.
 - Of those 1,500 women, approximately 70% have Star Medicaid for pregnancy, for a total of 1,050 women who will transition from Star into Healthy Texas Women. Using estimates from the CDC National Center for Health Statistics on Pap Smears, we estimate that 70% of uninsured women age 18-44 will get a pap smear. This gives a total of 735 women who are anticipated roll over to HTW to continue their care between pregnancies with The Center in one year and **857 women in the grant period.**

- To estimate the population of women who would enroll in the HTW program and choose The Center for Children and Women for their contraception and routine health screenings, we used population estimates.
 - We estimate approximately 280,000 uninsured women age 18-44 in Harris County.
 - Approximately 47,000 women in the region enrolled in TWHP in 2013. Approximately 10% of the total population or 28,000 women received services in TWHP in 2013 (approximately 60% of those women who actually enrolled in the program).
 - We estimate an enhanced utilization of services based on the expanded options and outreach efforts, 15% of the total eligible population which is a total of 42,000 women.
 - We further assumed that we would provide care for approximately 5% of the total number of uninsured women in Harris County who choose to receive care in HTW, which would be 2,100 women on an annual basis and **2450 women during the grant period.**

OVERALL TOTAL: 3,307 Women over the grant period

- Estimating the number of women who would need presumptive eligibility:
 - The number of women who come into The Center without insurance at the first visit is 30% (based on coverage at the new OB appointment). Estimating that significantly fewer women would come to The Center for contraception prior to receiving their card, we estimated that approximately 10% of 2,450 women during the grant period would be considered **presumptively eligible for a total of 245 women.**

References:

National Center for Health Statistics. Health, United States, 2014: With Special Feature on Adults Aged 55–64. Hyattsville, MD. 2015.

Texas Health and Human Services Commission. Texas Women's Health Program: Savings and Performance Reporting, as required by Rider 44, Senate Bill 1, 83rd Legislature(R), 2013

3.8.1.5 Section 5 - APPENDICES

APPENDIX A: BOARD OF DIRECTORS CONSENT

APPENDIX B: RESUMES / CVs

**APPENDIX C: THE CENTER FOR CHILDREN AND WOMEN
ORGANIZATIONAL CHART**

APPENDIX D: JOB DESCRIPTIONS

APPENDIX A: BOARD OF DIRECTORS CONSENT

This document is privileged from disclosure pursuant to Texas Occupations Code section 160.007 and/or Texas Health & Safety Code section 161.031 — section 161.033 and/or the Texas Rules of Civil Procedure

TEXAS CHILDREN'S HEALTH PLAN THE CENTER FOR CHILDREN AND WOMEN BOARD OF DIRECTORS

I hereby certify that the Board of Directors of Texas Children's Health Plan — The Center for Children and Women, by written consent dated April 19, 2016, executed by a sufficient number of members of the Board of Directors to constitute a majority at a meeting of the Board of Directors at which all, not just a quorum, of the members of the Board of Directors are present, approved the following resolution:

RESOLVED, that the Board of Directors of Texas Children's Health Plan — The Center for Children and Women (The Center) does hereby endorse The Center's submission of a grant proposal to the State of Texas, through the Healthy Texas Women program, to fund family planning services, annual exams and limited gynecological procedures for low-income women who are not covered by the Healthy Texas Women fee-for service program, to be provided by The Center OB/Gyns.



Dace Reinhold

Assistant Secretary

Board of Directors

TCHP — The Center for Children and Women

APPENDIX B: RESUMES / CVs**President****Christopher M. Born**

1911 Colquitt St., Unit B

Houston, Texas 77098

713-291-8658 Cell

832-828-1016 Work

cmborn@texaschildrenshospital.org**SUMMARY**

Chief Executive Officer with progressive financial and operating leadership experience with the largest pediatric hospital in the United States. Proven ability to focus on critical financial strategies and core business infrastructure, develop and implement key strategic plans, and recruit and retain seasoned professionals.

PROFESSIONAL EXPERIENCE**Texas Children's Hospital Integrated Delivery System, Houston, TX**

1989-Present

Texas Children's Health Plan, Inc., 1997-Present**President**

Chief Executive Officer and Board Member reporting directly to Board of Directors, supervising staff of 340 professionals for the largest provider sponsored Health Maintenance Organization (HMO) in Texas covering 400,000 Medicaid and CHIP members. Responsible for all aspects of finance and reporting, operations, network development, medical management, and human resources.

- Secured \$21 million in financing for new subsidiary established to control Medicaid and CHIP access and referrals to Hospital, with revenue streams approximating \$860 million annually.
- Acquired Medicaid HMO contract from an HMO in receivership. Increased membership from 25,000 to 260,000
- Negotiated contract to provide insurance coverage to CHIP children and secured 54% market share covering over 100,000 children.

Texas Children's Women's Specialists, Inc., 2008-2011**President**

Chief Executive Officer reporting directly to Board of Directors, responsible for the start up and development of a obstetrics and gynecological physician group practice by acquisitions and recruiting. Projected professional staffing of 15 Obstetricians and 4 CNM's.

- Identified and acquired first practice of eleven professionals in January 2008.
- Closing second acquisition July 2010.

Texas Children's Pediatric Associates, Inc., 1995-1997**President**

Chief Executive Officer reporting directly to the President of Baylor College of Medicine, supervising staff of over 300 for a \$170 million Non-Profit Health Care Corporation established to acquire pediatric primary care practices. Responsible for all aspects of acquisitions and valuations, finance and reporting, operations, insurance and risk management, human resources, and business services.

- Led start up subsidiary from initial business plan to securing \$26 million in financing. Developed strategy and infrastructure to acquire and manage 150 primary care pediatricians at 44 sites to become the largest primary care pediatrician group in Texas.

- Established and served as the lead executive of Texas Children's Pediatric Associates Independent Physician Association (IPA) and successfully negotiated over 40 managed care contracts on behalf of network of 180 pediatricians.

Texas Children's Hospital

Vice President, 1993-1995

Assistant Vice President, 1991-1993

Director, 1989-1991

Member of executive and leadership committees reporting directly to Chief Financial Officer of an internationally recognized 465-operating bed tertiary care pediatric teaching hospital affiliated with Baylor College of Medicine, with 6,000 employees and \$1 billion in revenue. Responsible for all aspects of financial planning, government relations and reporting, strategic planning, integrated delivery service, cost accounting and managed care contracting.

- Developed five-year financial plan, \$270 million operating budget, \$22 million capital equipment and facility/renovation budget, statistics and variance analysis, investment banking and rating agency relations for \$130 million in tax- exempt revenue bonds.
- Served as executive liaison to Strategic Planning Committee of the Board, developed strategic plan, environmental assessment, market share, product lines, and physician enhancement programs.
- Negotiated and maintained 110 managed care contracts representing 78% of revenue, integration of clinical utilization review/case management, development, and implementation of managed care contracting, pricing, and actuarial strategies, interface with affiliated adult hospital and physician group practices.
- Developed systematic process that prioritized managed care contract re-negotiations.

Avanti Health Systems, Inc., Houston Texas

1987-1989

Controller and Senior Financial Consultant

Responsible for financial reporting for health care consulting firm operating in ten clinics and three support companies serving HMO/PPO Health Plans in Houston. Obtained start-up venture capital for ten primary care clinics serving HMO's and PPO's in Houston and Dallas, Texas.

Price Waterhouse, Houston, Texas

1984-1987

Senior Auditor and Consultant

Specialized in auditing and financial consulting projects in the health care field.

Previous Experience, Industrial Sales Representative, Houston and New York, 1972-1984

EDUCATION/LICENSES

MBA, Rice University – Jones School of Management, 2008

Texas CPA, September 1986

Accounting Concentration, University of Houston, 1984

B.S. Business Administration, State University of New York, Oswego, N.Y. 1978

Texas Department of Insurance, General Lines Agent, Life, Accident, Health, and HMO, 1999

PROFESSIONAL MEMBERSHIPS

Texas Association of Health Plans, Association of Community Affiliated Plans, TX Association of Community Affiliated Plans, Greater Houston HealthConnect

Chief Financial Officer, Vice President**Anna E. Mateja, CPA**

Financial Functions Manager
 (Vice President and Chief Financial Officer)
 2450 Holcombe Boulevard, Ste., 34L, Houston, Texas 77021
 832-828-1020
aemateja@texaschildrens.org

SUMMARY

Executive with more than 26 years of industry experience in various areas of health care finance, including long-term financial planning, budgeting, treasury, health plan operations, and consulting. Licensed Certified Public Accountant.

PROFESSIONAL EXPERIENCE

Financial Functions Manager (Vice President and Chief Financial Officer) 1996-current

Texas Children's Health Plan, Houston, Texas

Oversees financial performance, financial reporting, internal controls, fraud and abuse, provider network and the claims payment functions.

Directs the rate setting processes.

Instrumental in the Health Plan's startup phase.

Key contributor in establishing current Medicaid and Children's Health Insurance Program (CHIP) product lines.

Director, Financial Planning and Treasurer 1991-1996

Texas Children's Hospital, Houston, Texas

Developed the long-term financial plan for major hospital expansion and building program.

Directed the annual operating and capital budget process for the AA-rated hospital.

Directed the refunding and issuance of more than \$127.8 million in revenue bonds.

Held other positions including Assistant Director and Director of Financial Planning.

Senior Consultant 1990-1991

Ernst & Young, Houston, Texas

Performed feasibility studies and developed long-term financial plans for health-care organizations.

Evaluated the reasonableness of financial projections for inclusion in bond offering documents.

Held previous position as a Consultant.

EDUCATION

M.B.A., Business Administration 1988

Texas A&M University, College Station, Texas

B.A., Finance 1986

Texas A&M University, College Station, Texas

B.A., Accounting 1986

Texas A&M University, College Station, Texas

CERTIFICATIONS AND OTHER CREDENTIALS

Certified Lean Six Sigma Green Belt 2014

American Leadership Forum (Medical Class) 2009

Certificate in Medical and Healthcare Management

2005

Rice University

Certified Public Accountant

1993

Licensed in the State of Texas

Director of Business Development Community Initiatives**Tangula Taylor MBA,BSN**

2118 Venezia Dr.

Pearland, Texas 77581

Phone

Home: (281) 464-0236

Work: (832) 828-1540

Email: tltaylor@texaschildrens.org

SUMMARY

Dynamic and innovative healthcare leader with a proven record of creating and maintaining efficient operations that consistently demonstrate excellent clinical outcomes and patient/family satisfaction. Major strengths in communication and interpersonal skills, group leadership and facilitation, coaching and developing others, implementing change cross-departmentally and organizationally, and driving results. A dependable, thorough, and well organized planner with a successful track record in designing and implementing strategies aimed at quality improvement, increasing staff morale, improving customer satisfaction, and managing crisis. Recognized as a consistently exceptional performer in the leadership of others and management of operations.

EDUCATION

2004	Masters of Business Administration/Health Care Management, University of Phoenix
2001	Bachelor of Science in Nursing, University of Texas Medical Branch
1991	Associate Degree in Nursing, Houston Community College

EMPLOYMENT July 2012 – PRESENT, TEXAS CHILDREN'S HEALTH PLAN**DIRECTOR, BUSINESS DEVELOPMENT COMMUNITY INITIATIVES**

Developed and implemented Texas Children's Health Plan's first Patient Centered Medical Homes (PCMHs). By working collaboratively with the Medical Directors, the PCMHs provide primary medical care to obstetric and pediatric patients who are members of Texas Children's Health Plan. The first PCMH opened in August 2013 and the second opened in November 2014. Currently, the PCMH known as Texas Children's Health Plan – The Center for Children and Women ("The Center") is the medical home to greater than 20K members. To accomplish opening The Center, the following activities were achieved:

- Established the PCMH as a separate legal 501 entity
- Constructed a governance model to support decision-making and meet the requirements of a 501 entity
- Secured National Provider Identification and CMS ID
- Developed and executed a process for provider credentialing
- Established a facility design that supports a patient-centered model
- Drafted and received approval for The Centers operating policies and procedures
- Gained organizational support for participation in Activation Team activities
- Developed a recruiting, interviewing, and hiring strategy to successfully on board approximately 90 FTEs, including front line leaders
- Developed Epic, the electronic medical record system, workflows that support operations
- Created a model for Quality and Safety Drills execution pre-opening

- Developed a performance management and incentive plan structure to support employee engagement and accountability

Additional accomplishments include, but are not limited to:

- Developed community partnership to transition The Center's deliveries to CHI St. Luke's
- Achieved NCQA Level III Recognition for The Center
- Earned Centering Healthcare Institute Centering Pregnancy Accreditation for The Center
- Secured Human Resources and Executive leadership support for nursing staff market adjustments at The Center
- Earned Meaningful Use status and payment for The Center
- Achieved greater than 90% patient satisfaction at The Centers

EMPLOYMENT 1991 – 2012, TEXAS CHILDREN'S HOSPITAL

April 2012-July 2012

DIRECTOR OF CLINICAL INFORMATICS

Assumed responsibility for oversight of Epic, the electronic medical record system, optimizations in the context of enhancing quality, safety, and efficiency in care. Also responsible for working collaboratively with the Clinical Information Officer and Leaders in Information Services to assure the EMR is optimized to be correct and meaningful for the clinicians, patients, and families.

April 2010 – April 2012

DIRECTOR OF NURSING, INTEGRATED MEDICAL RECORD

Assumed responsibility for implementing Epic, the electronic medical record system, across the Texas Children's Hospital Enterprise. Responsible for the clinical, administrative, and human resource activity for the Epic project. With leadership oversight for approximately 84 FTEs initially and a multimillion dollar budget, all go-live dates for the various Epic modules were successfully delivered on time with organizational engagement.

ACCOMPLISHMENTS:

- Implemented Epic and the associated modules in all care delivery locations including:
 - Texas Children's Pediatric Associates
 - Texas Children's Hospital Main and West Campuses
 - Texas Children's Pavilion for Women
- Recruited, hired, and retained numerous Epic employees, which allowed key vacancies to be filled and to deliver the on-time implementation of a safe, quality electronic medical record; achieved a greater than 90% retention rate in 2010.
- Achieved greater than \$2M favorable capital and operations budget variances in 1st year on the project.
- Initiated and conducted a series of go-live readiness assessments (GLRAs) and held individuals accountable for completing assigned tasks that resulted in multidisciplinary Operations Owners rendering a "Go" decision and Change Control approvals to move Epic into production.
- Engaged nursing leadership to develop a SWAT team of nursing leaders for clinical input, decision-making, or action as necessary to support the Epic implementation that resulted in formation of a medication administration

record (MAR) reconciliation team at time of the pharmacy go-live and achieved zero medication errors/mistakes during the transition.

- Collaborated with Marketing to design, create, and procure Epic lanyards and badge clips that contributed to the messaging and organization promotion of Epic.
- Developed and implemented a process to have the Texas Children's Accreditation Team view, provide input, and sign off on the electronic documentation tool that resulted in a successful 2011 JCAHO survey and accolades from the JCAHO surveyors on Texas Children's EMR.
- Achieved engagement and agreement from physicians, respiratory therapists, and nursing leaders to consolidate ECMO documentation from three forms to one that would be built into Epic, which is utilized today in all critical care areas, including the Neonatal Intensive Care Unit.
- Listened to Pharmacy's rationale for suggesting a 7am go-live time for the pharmacy implementation, supported the reasoning, and influenced the nursing and physician community to adopt the 7am go-live time for the greater benefit of supporting efficiency and resource needs in pharmacy during the transition.
- Collaborated with the Director of Research to develop and implement a plan to transition Epic Research workgroup team members to the Research department following the pilot go-live that resulted in two Epic trained and certified team members in Research to support the timely development and/or modification to electronic IRB protocols in Epic.
- Engaged Infusion Center, the Emergency Center, Pharmacy and Hospital Billing to develop a process to document start and stop times for selected infusions that are not labeled as continuous that has resulted in an initial decrease of 14.1% error rate of omitted documentation and an approximate \$16K favorable financial impact.
- Gained buy-in from Operations Owners, Risk Management, Compliance, and Billing to implement a strategy to remove thousands of expired un-resulted orders in Epic. With the removal of these orders, care providers have less orders to navigate in the system and the opportunity to select an incorrect order for documentation or decision-making purposes is reduced.
- Created and gained executive support to implement an on-call exempt pay program for members of the Epic OpTime/Anesthesia Team that was supporting implementation efforts for the upcoming go-live and providing production support. The on-call program resulted in retention of all team members and recognition for advocacy for the team.
- Developed and implemented the structure to support the successful operations of several Epic go-live command centers.
- Served as clinical lead in the Epic go-live command centers and achieved a 99.25% closure rate on incident tickets with no priority one or priority two tickets outstanding at time of the final command center closing for the Pavilion go-live.
- Fulfilled necessary requirements to receive Epic's Good Install credit for the Fall 2010 and Spring 2011 go-lives.
- Achieved an Epic Progress Report score of 4.75 on a 5.0 scale for March and April 2012, following the final Epic go-live for the TCH Enterprise.
- Collaborated with peers from IS and Quality to develop and publish an electronic hospital quality goals dashboard on Connect.

2003-April 2010**DIRECTOR OF NURSING**

Responsible for maintaining 24-hour accountability for the clinical, administrative, and human resource activity for various clinical settings including:

- Six Acute Care Units (General Medicine/Transplant, Neurology, Pulmonary/Adolescence Medicine, Short Stay Medical/Surgical Observation, Surgical, and an Inpatient Hospitalist Unit)
- Nursing Float Pool
- Renal Dialysis Unit (2005 – 2006)
- General Children's Research Center

With oversight for approximately 350 FTEs and several multimillion dollar budgets, responsibilities also include supervising a team of Wound and Ostomy Nurses, Clinical Nurse Specialists, and various administrative personnel to ensure the delivery of high quality, cost effective patient care in a family centered environment.

ACCOMPLISHMENTS:

- Achieved RN retention rate of 91.8% across areas of responsibility for fiscal year 2008 and 96% for fiscal year 2009.
- Gained executive support to launch a focused direct care workstudy, which resulted in quantifying the need for additional RN FTEs to provide bedside care and further garnered executive support to recruit and hire the additional FTEs.
- Received organizational recognition for patient satisfaction for several unit-based areas of responsibility as a result of empowering leaders to effectively lead and facilitate initiatives geared towards meeting and exceeding customer expectations.
- Enhanced leadership development through the creation and implementation of effective development and succession plans that resulted in additional scope responsibilities for an assistant director, who led two acute care units, and a leadership restructure that resulted in an expense reduction of approximately \$96K.
- Redesigned leadership responsibilities that resulted in the elimination of work duplicity, increased productivity, leader satisfaction, and successful unit-based outcomes.
- Restructured the organization's Patient Care Coordinating Council to create a venue that allows for multidisciplinary engagement around quality and patient safety opportunities.
- Reduced the potential of harm to patients by leading efforts to have Demerol removed from formulary as a narcotic of choice for routine pain management.
- Surpassed organizational hand hygiene goal of 93% for all areas of responsibility.
- Achieved a 43% reduction in the number of mislabeled specimens in fiscal year 2008.
- Developed and implemented a process for hospital compliance with medication reconciliation, the Joint Commission's NPSG # 8.
- Led the professional production of the first Board endorsed organizational patient safety video based on routine hand-offs in patient care.
- Awarded \$40K grant to lead the production of the second organizational patient safety video that will focus on the significance of monitor alarms.
- Opened the first 15 bed Texas Children's Hospitalist Inpatient Unit and achieved an initial 86% occupancy rate.

- Served as the nursing lead on an \$800K capital renovation project for Nursing Operations with the project being completed on time and within budget.
- Collaborated with Ambulatory leadership to develop a business plan to support the design and opening of an outpatient infusion center, which provided additional inpatient capacity.
- Led patient throughput initiatives that resulted in 1) a reduction in room turn around time by approximately 77% and 2) increased capacity in the Emergency Department by developing and implementing a process for interfacility transfers of acute care patients.
- Led a multidisciplinary team to devise and implement actions to enhance the Staffing Advisory Committee that resulted in the organization being well positioned for compliance with Senate Bill 476: Safe Nurse Staffing which was passed in May 2009.
- Realigned the structure of the Renal Dialysis Leadership Team to meet the programmatic needs of the unit and adhere to Texas Department of Health regulations.
- Completed over 200 nursing administration preceptor hours for graduate-level nursing students.
- Presented numerous local and national poster and podium presentations with positive feedback and successful ratings.

HOSPITAL COMMITTEES/COUNCILS

- Continuous Service Readiness Committee
- Infection Control Committee
- Epic Inpatient Council
- Epic Medical Integration Team
- Leadership Operations Council – Past Chair
- Medical Technology Committee
- Nurse Coordinating Council
- Nursing Forum
- Patient Care Coordinating Council - Past Chair
- Products Assessment Committee
- Staff Operations Committee – Past Director Advisor
- Quality Operations Council
- Security Task Force

1999-2003 ASSISTANT DIRECTOR OF NURSING

2000 - 2003: Responsible for maintaining 24-hour accountability for clinical, administrative, and human resource activity for a 36-bed inpatient surgical unit with approximately 70 FTEs and ensuring the delivery of high quality patient and family centered care at the unit level.

1999 - 2000: Maintained the same level of accountability for the Emergency Center with 136 FTEs and 65K – 70K annual visits.

ACCOMPLISHMENTS:

- Decreased orientation time for new hire nurses, which decreased the expense of orientation cost which resulted in a savings for the cost center and Department of Nursing.
- Developed and implemented an on-call program that resulted in staff satisfaction and the ability to fill schedule needs on short notice.

- Created and implemented a strategy to successfully hire 80 Patient Care Assistant FTEs for multiple units as needed for growth and expansion of the inpatient units.
- Led the Pain Management: Patient/Family Education Subcommittee that created the Pain Fact sheets for patients and families.
- Chaired the Shining Star program that resulted in peer-to-peer recognition for employees and help boost workplace morale, which served as the catalyst for the downward trend in turnover rates.
- Served as a mentor for a peer Assistant Director who served as chair of the Nursing Forum Committee and completed her Bachelor's degree in May 2005.

1996-1999 NURSE MANAGER

Responsible for maintaining Emergency Center (EC) shift accountability with oversight for 30 – 40 FTEs and providing input into the decisions of the leadership team for supporting excellence in clinical practice and patient care.

ACCOMPLISHMENTS:

- Coordinated the unit-based quality improvement programs, e.g. sedation and CPR that resulted in enhanced outcomes for the patients, improved documentation by the staff, and timely completion of all document reviews.
- Provided leadership for the EC patient flow initiative that resulted in the creation of new roles in the EC and the EC physical redesign.
- Supplemented staffing as needed to help ensure adequate staffing resources to meet the patient volume demands.

1991-1996 STAFF NURSE

Responsible for functioning as an Emergency Center charge nurse, on a rotating basis, with responsibilities to include but not limited to maintaining efficient patient flow, resolving staffing conflicts, designating nursing assignments, appropriately delegating work, and resolving issues with other departments. Other responsibilities include orienting new employees, triaging patients, performing patient assessments, initiating interventions and treatments, and educating the patients and families.

2006-2010

UNIVERSITY OF PHOENIX ONLINE FACULTY

Responsible for teaching online graduate courses within the healthcare finance cluster.

LICENSURE AND CERTIFICATIONS

- State of Texas RN Licensure (Expire: September 2016)
- American Nurse Credentialing Center Certified Nurse Executive (Expire: July 2018)
- The Wharton School Nursing Leadership Training Program (Completed: October 2005)

HONORS

- University of Texas School of Nursing Alumni Hall of Fame Inductee
- Texas Nurses Association (TNA): TNA District 9 Top 20 Outstanding Nurse
- ADVANCE FOR NURSES: Outstanding Leadership Award for Acute Care
- Texas Children's Leadership Award: Super Star Manager
- Texas Children's 2012 Catalyst Leader

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- ADVANCE For Nurses Regional Editorial Advisory Board Member
- American College of Healthcare Executives
- American Nurses Association
- Houston Organization of Nurse Executives - Past Treasurer and Board of Directors Member
- Sigma Theta Tau
- Society of Pediatric Nurses – Member-at-Large and Planning Committee Member
- Texas Nurses Association – Past Board Member
- University of Texas Medical Branch School of Nursing Alumni – Past Board of Directors Member
- Greenspoint District Board of Directors
- Kid's Meals of Houston Food Quality Committee Member

REFERENCES

Furnished upon request

Medical Director, OB/GYN**Lisa M. Hollier, MD, MPH****CURRICULUM VITAE**

I. GENERAL BIOGRAPHICAL INFORMATION

Lisa Marie Hollier, MD, MPH

- Education**

Undergraduate Education:

Pomona College	1983-87
Claremont, California	BA

Medical Education or Graduate Education:

Tulane University School of Medicine	1987-91
New Orleans, Louisiana	MD

Postgraduate Training:

Masters:

Tulane University School of Public Health and Tropical Medicine	1987-91
New Orleans, Louisiana	MPH

Internship/ Residency:

Obstetrics & Gynecology	1991-95
Baylor University Medical Center, Dallas, Texas	

Fellowship:

Maternal-Fetal Medicine	1995-97
University of Texas Southwestern Medical Center, Dallas, Texas	

- Academic Appointments:**

Faculty position(s) at BCM:

Professor, Maternal Fetal Medicine	2011-present
Department of Obstetrics & Gynecology	
Baylor College of Medicine	

Director, Division of Women's Health Law and Policy	2012-present
Department of Obstetrics & Gynecology	
Baylor College of Medicine	

Previous faculty position(s) at other institutions:

Professor	2010-2011
Department of Obstetrics, Gynecology, & Reproductive Sciences	
University of Texas Health Science Center -Houston	
Houston, Texas	

Acting Vice Chairman	2008-2010
Department of Obstetrics, Gynecology, & Reproductive Sciences	
University of Texas Health Science Center -Houston	

Houston, Texas

Associate Professor 2005-2010
 Department of Obstetrics, Gynecology, & Reproductive Sciences
 University of Texas Health Science Center -Houston
 Houston, Texas

Director 2005-2011
Obstetrics & Gynecology Residency Program
 UT Houston LBJ General Hospital Program
 Houston, Texas

Assistant Director 2004-2005
 Obstetrics & Gynecology Residency Program
 UT Houston LBJ General Hospital Program
 Houston, Texas

Faculty 2004-2011
 Center for Clinical Research
 University of Texas Houston Medical School
 Houston, Texas

Associate Faculty 2004-2009
 University of Texas Houston Graduate School for Biomedical Sciences
 Houston, Texas

Assistant Professor 1998-2005
 Department of Obstetrics, Gynecology, & Reproductive Sciences
 University of Texas Health Science Center -Houston
 Houston, Texas

Assistant Professor 1997-1998
 Department of Obstetrics and Gynecology
 University of Texas Southwestern Medical Center
 Dallas, TX

Associate Director 1997-1998
 Obstetrics & Gynecology Residency Program
 St. Paul Medical Center
 Dallas, TX

- **Other Advanced Training and Experience**

School for Program Directors 2006-2007
 Council on Residency Education in Obstetrics and Gynecology
The School for Program Directors is a comprehensive educational curriculum for residency program directors in obstetrics and gynecology designed to improve residency education by providing motivated faculty with the skills needed to enhance all aspects of the development and maintenance of residency education at an institution. The program focuses on four major components: 1) curriculum development and instruction,

2) *evaluation of residents and the training program, 3) leadership and management skills, 4) faculty development.*

Advanced Quality Improvement and Patient Safety
Texas Children's Hospital

2013-2014

Since 2009, the Advanced Quality Improvement and Patient Safety Program (AQI) at Texas Children's Hospital strives to improve care delivery, create quality leaders and change the culture.

- **Other information**

Honors or Awards

Alpha Omega Alpha Medical Honor Society	1991
Outstanding Performance In Medicine "Order of the Gold-Tipped Stethoscope"	1991
W.K. Strother Award, Outstanding Academic Achievement	1993, 1994
Mead Johnson Junior Fellow Clinical Meeting Award, American College of Obstetricians and Gynecologists	1995
First Prize Poster - Texas Society of Pathologists "Fetal RhD genotyping: initial experience in prenatal management of RhD isoimmunization"	1996
Best Section Presentation - ACOG District VII Meeting "A new model for the study of disseminated neonatal herpes infection"	1996
American College of Obstetricians and Gynecologists Fellowship for Leadership in Women's Health Policy	1997
Second Prize Oral Presentation – CREOG/APGO Annual Meeting "Effect of a Resident-Created Study Guide on CREOG In-Training Examination Scores"	1998
CREOG National Faculty Award for Excellence in Resident Education	1998, 2004, 2005
ACOG/ Elsevier Department Recognition Initiative <i>Award given to UT Southwestern in recognition for "Maternal age and malformations in singleton births" as one of the four best papers published in Obstetrics & Gynecology in 2001</i>	2001
Best Presentation – Francisco Orejuela, MD. COX-2 Receptor	2003

Expression in Patients with Endometrial Hyperplasia
(Faculty co-mentor) Resident Research Day

Dean's Award for Excellence in Teaching 2005, 2006,
2009,
University of Texas Houston Medical School 2011

Purdue-Frederick Award 2005
Outstanding Abstract Presentation at ACOG Annual Clinical Meeting

Best Presentation – Heidi Grissom, MD.
Bituberous Diameter and Perineal Trauma 2005
(Faculty co-mentor) Resident Research Day

Association of Professors in Gynecology and Obstetrics 2009
Excellence in Teaching Award

Nominee, Kathryn S. Stream, Ph.D. Award for Excellence in 2013
Women's Health

American Congress of Obstetricians and Gynecologists 2014
Outstanding District Service Award

- **Board Eligibility/Certification**

Licensure:

Louisiana 1991
Texas 1995

Certifications:

Diplomate, American Board of Obstetrics and Gynecology 1998
Maternal-Fetal Medicine subspecialty 2000
Annual Board Certification 2015

- **Other non-academic positions**

Chief Medical Officer – Obstetrics & Gynecology 2015 - present
Texas Children's Health Plan

Medical Director, Obstetrics & Gynecology 2012-present
The Centers for Children and Women
Texas Children's Health Plan

Attending Physician 2011-present
Ben Taub General Hospital
Houston, Texas

Attending Physician 2011-present
Texas Children's Hospital Pavilion for Women
Houston, Texas

Consultant Physician 2012-present

The Methodist Hospital
Houston, Texas

Acting Chief of Service, Obstetrics & Gynecology **2008-2010**
Lyndon Baines Johnson General Hospital, Houston, Texas

Consultant Physician **2007-2011**
Memorial Hermann Southeast Hospital, Houston, Texas

Consultant Physician **2007-2011**
Memorial Hermann Katy Hospital, Houston, Texas

Attending Physician **1998-2011**
Lyndon Baines Johnson General Hospital, Houston, Texas

Consultant Physician **1998-2011**
Memorial Hermann Hospital, Houston, Texas

Consultant Physician **1998-2011**
Memorial Hermann Southwest Hospital, Houston, Texas

Consultant Physician **1998-2011**
St. Joseph Medical Center, Houston, Texas

II. RESEARCH INFORMATION

- Research Support:**

Past grant support:

Women's Reproductive Health Research Scholar. Women's Reproductive Health Research Career Development Center. NIH. Larry C. Gilstrap, III, MD, PI. 1999-2003. Provided 75% salary support. Faculty mentors: Jon E. Tyson, MD, MPH; Gailen D. Marshall, MD, PhD.

Personalized Prenatal Care. March of Dimes. Lisa Hollier, PI. 2001-2002. \$24,650.

Personalized Prenatal Care. March of Dimes. Lisa Hollier, PI. 2002-2003. \$23,092.

A Randomized, Double-Blind, Multi-Center, Comparative Phase III Study of Intravenous BMS-284756 Followed by Oral BMS-284756 Versus Intravenous Ampicillin/Sulbactam Followed by Oral Amoxicillin/Clavulanate in the Treatment of Acute Pelvic Infections. Bristol Myers Squibb. Lisa Hollier, Co-investigator. 2001-2002. \$9,000.

An Economic Evaluation of Antenatal Syphilis Screening: Costs and Consequences. Warren H. Pearse/Wyeth-Ayerst Pharmaceuticals Women's Health Policy Research Award. Lisa Hollier, PI. 2002-2003. \$15,000

Evaluation of the Immune Response to Syphilis Using New BioRad Technology. BioRad Laboratories. Lisa Hollier, PI. 2002-2004. \$5,000

Investigation of a new serologic test for tuberculosis. Oxford Immunotec. Debra Smith, MD PI. Lisa Hollier, co-investigator. 2006-07. Provided 1% salary support.

Care of the HIV infected pregnant woman. Harris County Hospital District. Gloria Heresi, MD, PI. Lisa Hollier, co-investigator. 2007-2008. Provided 8% salary support.

Residency Training in Primary Care: Texas Higher Education Coordinating Board. \$165,000 2005-2010.

Centering Pregnancy. March of Dimes. Lisa Hollier, PI. 2008-2009. \$10,000.

Centering Pregnancy. March of Dimes. Lisa Hollier, PI. 2009-2010. \$5,000.

- **National Scientific Participation:**
Editorial Positions

Associate Editor, BMC Infectious Diseases 2007-2011

Editorial Consultant, American College of Physicians,
Physicians' Information and Education Resource (PIER),
TORCH Viruses Module 2007-2009

Editor, Herpes Simplex Virus: the Ob/Gyn's Role, APGO Educational Series on Women's Health Issues, Sexually Transmitted Diseases 2003

Guest Editor, Obstetrics and Gynecology Clinics of North America, "Infections in Women", George Wendel, co-editor, January 2004

Guest Editor, Clinics in Perinatology, "Infectious Diseases in Pregnancy" George Wendel, co-editor, September 2005

Guest Editor, Infectious Disease Clinics of North America, "Infectious Disease in Women", George Wendel, co-editor, 2008

Special Reviewer, Obstetrics & Gynecology	1997-present
Special Reviewer, American Journal of Obstetrics and Gynecology	1997-present
Special Reviewer, American Journal of Perinatology	1999-present
Special Reviewer, JAMA	

Service On National Grant Review Panels, Study Sections, Committees:

Participant (representing the American College of Obstetricians and Gynecologists), Centers for Disease Control and Prevention and Council of State and Territorial Epidemiologists "Consultation on Neonatal Herpes Surveillance", Atlanta, GA, March 20-21, 2007

Presenter, Centers for Disease Control and Prevention 2010 STD Treatment Guidelines Meeting, Atlanta, GA, April 28-30, 2009

Presenter, Centers for Disease Control and Prevention 2015 STD Treatment Guidelines Meeting, Atlanta, GA, April 30-May 2, 2013

Member, Author Panel, *Guidelines for the Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents – Recommendations from the Centers for Disease Control and Prevention, the National Institutes of Health, and the HIV Medicine Association of the Infectious Diseases Society of America*, Syphilis Group.
2014

Professional Organizations:

Local

St. Paul Medical Center, Graduate Training Committee	1997-98
Houston Gynecological and Obstetrical Society	2005-present
Harris County Medical Society	2012-present
Alternate Delegate to Texas Medical Association	2012-2014
Houston Medicaid Regional Advisory Council (HHSC)	2012-2014

Regional

Texas Association of Obstetricians and Gynecologists	1999-present
President	2002-2003
Vice-President	2006-2007
Executive Council	1999-2004
Texas Medical Association	2002-present
TMA Ad Hoc Committee on Collaborative Practice	1996-1999
TMA Ad Hoc Committee on Children's Health Insurance Plan	2000-2002
Medicaid Vendor Drug Workgroup	2002
Texas Department of State Health Services	
Maternal Mortality and Morbidity Review Task Force, Chair	2014-present
Healthy Texas Babies (HTB) Expert Panel	2011-present
HTB Provider Sub Committee	2011
HTB Maternal Mortality Review Board Committee	2011-2013
HTB Maternal Transport Protocols Committee	2011-2013
Texas Health and Human Services Commission	
1115 Waiver Clinical Champions Committee	2012
NICU Council	2012-2013
Perinatal Advisory Council	2013- present

National

Alpha Omega Alpha Honor Medical Society	1995-present
Society for Maternal-Fetal Medicine	1997-present
Government Relations Committee, Chair	2013-2015
Health Policy and Advocacy, Vice Chair	2016-present
Executive Board Liaison Member	2011-present
Infectious Disease Society for Obstetrics & Gynecology	2000-present
American Institute for Ultrasound in Medicine	2006-present
Association of Professors in Gynecology & Obstetrics	1999-present
Committee on Nominations	2009-2010
Central Association of Obstetricians & Gynecologists	2002-present
Future Meetings Committee	2003
American Board of Obstetrics & Gynecology	

MFM Maintenance of Certification Committee	2006-2009
March of Dimes Big 5 Leadership Council	
ACOG Texas Representative	2011-2013
American Academy for Physician Leadership (formerly American College of Physician Executives) Fellow	2014-present
American Congress of Obstetricians & Gynecologists	
Junior Fellow	1991-1999
Texas Section Junior Fellow Chairman	1992-1993
District VII Junior Fellow Chairman	1995-96
Health Education Loan Program Committee	1997-1999
Fellow	1999-present
Searle-Donald F. Richardson Memorial Prize Paper Committee	1997-2001
Committee on Scientific Program	2000-2002
Committee on Continuing Medical Education	2002-2004
Committee on Professional Liability	2004-2008
Vice Chair	2005
Chair	2006-2008
Committee on Nominations	2004-2007
Committee on Finance	2010-2011
Committee on Compensation	2010-2011
Committee on Government Relations	2011-present
OBGynPAC Governing Committee	2013-present
ACOG/SMFM Liaison Committee	2012-present
ACOG President's Taskforce: Communications	2011
ACOG President's Taskforce: Leadership in the 21 st Century	2013
ACOG SGR Taskforce	2013
ACOG President's Working Group Women's Healthcare Team	
Leadership, Chair	2014-2015
ACOG President's Working Group Finance	2015-2016
Advisor, Junior Fellow Congress Advisory Council	2011-2013
District VII International Committee Co-Chair	2004-2006
District VII Secretary/Program Chair	2003-2006
District VII Treasurer	2006-2007
District XI Treasurer	2008-2010
District XI Vice Chair	2010-2011
District XI Chair	2011-2013
Executive Board	2011-present
Assistant Secretary	2014-present

Invited lectures, presentations, research, seminars: National, International:
Regional Presentations

"IUGR - When Small is Pathologic" - OB/Gyn Grand Rounds, Baylor University Medical Center, Dallas, TX, January 5, 1996

"Safeguarding Babies: Treatment and Prevention of Rh Isoimmunization. Women's Health Care Advanced Nurse Practitioner Program, April 1, 1996

"Herpes Infections in Pregnancy: An Update" - Women's Health Issues 2nd Annual

Seminar, Hendrick Medical Center, Abilene, TX, October 4, 1996

"Intrauterine Growth Restriction" - Ob/Gyn Section Meeting, St. Paul Medical Center, Dallas, TX, November 26, 1996

"Recent Advances in Therapy for Genital Herpes" - Quarterly STD Conference, Dallas Health Department October 6, 1997

"Antiviral Therapy for Herpes" - Ob/Gyn Grand Rounds Methodist Hospital, October 8, 1997

"Perinatal STDs: Herpes and Syphilis." Afternoon Session: Women's Health and STDs. Update in Sexually Transmitted Diseases Symposium, University of Texas Southwestern Medical Center, Dallas, TX, October 31, 1997

"Multiple Gestation," 2nd Annual Ob/Gyn Ultrasonography Update. Sponsored by the Department of Obstetrics & Gynecology at the University of Texas Southwestern Medical Center, Dallas, TX, November 1, 1997

"GI Diseases in Pregnancy," Maternal/Fetal Medicine: Medical Complications During Pregnancy Symposium, University of Texas Southwestern Medical Center, Dallas, TX, February 20, 1998

"Pregnancy and Herpes Infections"- Dermatology Grand Rounds, University of Texas Southwestern Medical Center, Dallas, TX, April 23, 1998

"Fetal Death" - City of Houston Health and Human Services Department, Houston, TX, October 14, 1998.

"Reduction of Preventable Deaths in the Year Before Birth—Practical Steps". Reducing Infant Mortality in Houston: Practical Steps and Ethical Issues, University of Texas—Houston, June 5, 1999.

"Pregpregnancy Planning" Mini-Medical School. University of Texas Houston Health Science Center, Houston, TX, September 28, 1999.

"Ethical Issues in Research" Pediatric Grand Rounds. University of Texas Health Science Center, Houston, TX, September 4, 2001.

"Responsibilities of Principle Investigators" Research Ethics Course, UT Houston Medical Center, 2003.

"Controversies in Herpes Simplex Infection". Grand Rounds. Christus St. Joseph Hospital. 2003.

"Viral Infections in Pregnancy". Grand Rounds. Memorial Hermann Southwest Hospital, Houston, TX 2003.

"Recurrent Pregnancy Loss", American College of Obstetricians and Gynecologists, District VII Annual District Meeting, 2003.

"Using Serologic Screening for Herpes in Your Practice" Dallas/Fort Worth Obstetric and Gynecologic Society, 2005.

"Juggling it All". Blue book course. UT Houston Medical School, 2006

"Juggling it All". Blue book course. UT Houston Medical School, 2007

"Magnesium Sulfate Tocolysis: Time for a Change?" Grand Rounds Panel Discussion. The Methodist Hospital, Houston, Texas, January 3, 2007.

"Magnesium Sulfate: Still a reasonable option?" Texas Association of Obstetricians and Gynecologists and the Texas Section of the American College of Obstetricians and Gynecologists, Annual Meeting, Houston, Texas 2007.

"STD Treatment Update: 2007" Baylor University Medical Center, GME Scientific Symposium, Dallas, Texas, 2007.

"Improving Patient Safety and Reducing your Liability in High Profile Situations" Oklahoma Annual Section Meeting, American College of Obstetricians and Gynecologists, 2008.

"Too Late for Motherhood?" Oklahoma Annual Section Meeting, American College of Obstetricians and Gynecologists, 2008.

HIV Screening in Pregnancy: Limitations of the new legislation. Testimony on behalf of the Texas Association of Obstetricians and Gynecologists, to the House Public Health Committee, Texas House of Representatives, April 19, 2010.

"Improving Patient Safety and Reducing your Liability in High Profile Situations". 22nd Annual Pelham P. Staples Educational Symposium. Fort Worth, Texas, October 2010.

"Update in Sexually Transmitted Infections 2010". 22nd Annual Pelham P. Staples Educational Symposium. Fort Worth, Texas, October 2010.

"Viral Infections in Pregnancy". CME Scientific Symposium. Banner Desert Medical Center, Phoenix, AZ. Nov 2010

"Intra-amniotic Infection". CME Scientific Symposium. Banner Desert Medical Center, Phoenix, AZ. Nov 2010

Maternal Mortality and Morbidity Taskforce SB 495. State Senate Testimony on behalf of the American Congress of Obstetricians and Gynecologists, to the Committee on Health and Human Services, Texas Senate, February 19, 2013.

Maternal Mortality and Morbidity Taskforce HB1085. State House Testimony on behalf of the Texas Medical Association and the American Congress of Obstetricians and

Gynecologists, to the Committee on Public Health, Texas House of Representatives, March 27, 2013.

Breast Cancer Risks HB2945. State House Testimony on behalf of the American Congress of Obstetricians and Gynecologists, to the Committee on State Affairs, Texas House of Representatives, April 10, 2013.

Pregnancy Medical Homes HB1605. State House Testimony on behalf of Texas Children's Hospital, the March of Dimes and the American Congress of Obstetricians and Gynecologists, to the Committee on Public Health, Texas House of Representatives, April 10, 2013.

"Pregnancy Medical Homes". Texas Health Home Summit, Austin, Texas, May 8, 2014.

"Pregnancy Medical Homes". TMA/ACOG Forum on Improving Pregnancy Outcomes, Austin, Texas, June 20, 2014.

Post-Partum Depression HB 3115. State House Testimony on behalf of Texas Medical Association, Texas Pediatric Society, the American Congress of Obstetricians and Gynecologists-Texas, the Texas Academy of Family Physicians, the Texas Association of Obstetricians and Gynecologists, Federation of Texas Psychiatry, and March of Dimes to the Committee on Public Health, Texas House of Representatives, April 7, 2015.

"Toward Equity". DSHS. Addressing Disparities: Maximizing Access to Health Care, Austin, Texas, August 6, 2015

National Presentations

Harming Patient Access to Care: The Impact of Excessive Litigation. Congressional Testimony on behalf of the American College of Obstetricians and Gynecologists, to the Subcommittee on Health, Committee on Energy and Commerce, United States House of Representatives, July 17, 2002.

"Preventing Prematurity: What Works, What Doesn't". Luncheon Conference, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2003.

"Screening for Herpes: Who to and When to" Luncheon Conference, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2003.

"Controversies in Herpes Simplex Infections" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2003.

"Controversies in Pelvic Inflammatory Disease" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2003.

"Preventing Prematurity: What Works, What Doesn't". Luncheon Conference, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2004.

"Controversies in Herpes Simplex Infections" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2004.

"Controversies in Pelvic Inflammatory Disease" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2004.

"Resident Research in an Academic Program" Plenary Session: Current Concepts on Resident Participation in Research and Scholarly Activity, Council on Residency Education in Obstetrics & Gynecology Education Retreat, 2004.

"Controversies in Herpes Simplex Infections" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2005.

"Controversies in Pelvic Inflammatory Disease" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2005.

"Preventing Prematurity: What Works, What Doesn't". Luncheon Conference, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2005.

"Using Serologic Screening for Herpes in Your Practice" Luncheon Conference, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2005.

"Controversies in Herpes Simplex Infections" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2006.

"Controversies in Pelvic Inflammatory Disease" 060 Post-graduate course: Controversies in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2006.

"Controversies in Pelvic Inflammatory Disease" American College of Obstetricians and Gynecologists, District VII Annual District Meeting, 2006.

"Perinatal Infections" 060 Post-graduate course: The Latest and Greatest in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2007.

"Herpes Simplex Virus Infections" 060 Post-graduate course: The Latest and Greatest in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2007.

"Antimicrobial Prophylaxis" 060 Post-graduate course: The Latest and Greatest in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2007.

"Group B Streptococcus" 060 Post-graduate course: The Latest and Greatest in Infectious Disease, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2007.

"Herpes in Pregnancy: Changes you need to know" Luncheon Conference, American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2007.

"Perinatal Infections", American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2008.

"Improving Patient Safety and Reducing your Liability in High Profile Situations" American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2009.

"Too Late for Motherhood?" American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2009.

"Sexually Transmitted Diseases in Pregnancy". Society for Maternal-Fetal Medicine National Fellows Lecture Series, 2009.

"Improving Patient Safety and Reducing your Liability in High Profile Situations". American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2010.

"Too Late for Motherhood?" American College of Obstetricians and Gynecologists, Annual Clinical Meeting, 2010.

The Cost of the Medical Liability System Proposals for Reform Including H.R. 5, the Help Efficient, Accessible, Low-cost, Timely Healthcare (HEALTH) Act of 2011. Congressional Testimony on behalf of the American Congress of Obstetricians and Gynecologists, to the Subcommittee on Health, Committee on Energy and Commerce, United States House of Representatives, April 6, 2011.

"Maternal Mortality in Texas". Maternal Mortality Review Panel. Healthy Texas Mothers & Babies Conference: A Clinical and Community Life Course Perspective. June 23, 2015

International Presentations

"Second and Third Trimester Ultrasound" Post-graduate course: Utilidad Ultrasoundo en el Consultorio, Curso Precongreso De American College of Obstetricians and Gynecologists, Leon-Guanajuato Mexico, 2005.

"Multiple Gestation" Post-graduate course: Utilidad Ultrasoundo en el Consultorio, Curso Precongreso De American College of Obstetricians and Gynecologists, Leon-Guanajuato Mexico, 2005.

"Herpes in Pregnancy", Post-Graduate course: Infectologia en Ginecologia y Obstetrica, American College of Obstetricians and Gynecologists, Aguascalientes, Mexico, 2008.

"Chorioamnionitis: Short and Long-term Complications" Post-graduate course:

Infectologia en Ginecologia y Obstetrica, American College of Obstetricians and Gynecologists, Aguascalientes, Mexico, 2008.

"GBS in Pregnancy: Management and Prevention" Post-graduate course: Infectologia en Ginecologia y Obstetrica, American College of Obstetricians and Gynecologists, Aguascalientes, Mexico, 2008.

Service on the Texas Children's Health Plan Committees:

Member, Medical Advisory Committee	2013-present
Member, Quality Improvement Committee	2013-present
Perinatal Advisory Committee	
Member	2013-present
Chair	2014-present

Service On The University Of Texas-Houston Health Science Center Committees:

Member, University of Texas Houston Health Science Center	
Committee for the Protection of Human Subjects	1999-2004
Member, University of Texas Health Science Center at Houston	
Professional Liability Committee	2002-2011
Member, University Clinical Research Center	
Scientific Advisory Committee	2003-2008

Service On The University Of Texas-Houston Medical School Committees:

Member, University of Texas Houston Medical School	
Graduate Medical Education Committee	2002-2011

Service On UT/BCM Affiliated Hospital Committees:

Member, Harris County Hospital District Peer Review Committee	2008-2011
Member, Harris County Hospital District Credentials Committee	2008-2014
Member, Harris County Hospital District EPIC Core Design Team	2010-2011
Member, LBJ General Hospital Executive Committee	2008-2010
Member, LBJ General Hospital OR Committee	2008-2010

Service To The Community:

March of Dimes	
Chair, Managed Medicaid Work Group	2013-present
Member, State Program Services Committee	2003-2004, 2011-2013
Prematurity Subcommittee	2003-2004
Member, Prematurity Campaign Team	2003-2005
Member, Healthy Babies are Worth the Wait Advisory Board	2011-present
Assistant Den Leader, Den 8 Sam Houston Area Cub Scouts	2007-2009

- Publications:**

Abstracts:

Hollier LM, Whitfield J: Can the CO2 gradient in umbilical cord arterial and venous samples predict neonatal outcome? District VII Meeting, American College of Obstetricians and Gynecologists, Nashville, TN, Sept. 19, 1995

Hollier LM, Whitfield JM: Accurately assessing fetal acid/base status: The importance of paired arterial and venous umbilical cord gases. American Academy of Pediatrics, San Francisco, CA, Oct. 14-16, 1995

Armitage JB, Ramus R, Meny G, Hollier L: Fetal RhD genotyping: initial experience in prenatal management of RhD isoimmunization. Texas Society of Pathologists Annual Meeting, Dallas, TX, 1996

Scott LL, Dobson AT, Hollier LM, Little BB: A new model for the study of disseminated neonatal herpes infection. American College of Obstetricians and Gynecologists District VII Annual Meeting, New Orleans, LA, November 16-20, 1996

Scott LL, Dobson AT, Hollier LM, Little BB: Maternal acyclovir treatment delays mortality from disseminated neonatal herpes in a mouse model. Society of Perinatal Obstetricians Annual Meeting, Anaheim, CA, January 20-25, 1997 (#89)

Scott LL, Dobson AT, Hollier LM, Little BB: Prophylactic acyclovir to prevent neonatal herpes - a murine model. Society of Perinatal Obstetricians Annual Meeting, Anaheim, CA, January 20-25, 1997 (#74)

Hollier LM, Leveno KJ, Kelly MA, Cunningham FG: Effects of advancing maternal age on malformations in twins. Society of Perinatal Obstetricians Annual Meeting, Anaheim, CA, January 20-25, 1997 (#235)

Hollier L, Leveno K, Kelly M, Cunningham FG: A comparison of malformation rates in twin versus singleton gestations. Society of Perinatal Obstetricians Annual Meeting, Anaheim, CA, January 20-25, 1997 (#236)

Hollier L, Ramus R: Utilization of Rh genotyping in management of Rh isoimmunization. Society of Perinatal Obstetricians Annual Meeting, Anaheim, CA, January 20-25, 1997 (#521)

Hollier L, Ramin S, Roberts J, Gilstrap L: Erythropoietin levels in postterm infants with and without meconium. Society for Gynecologic Investigation Annual Meeting, San Diego, CA, March 19-22, 1997 (#751)

Hollier L, Dawson D, Scott L, Wendel G: Viral recovery and endometritis rates in women undergoing cesarean for genital herpes lesions. Infectious Diseases Society for Obstetrics and Gynecology Twenty-Fourth Annual Meeting, Las Croabas, Puerto Rico, August 6-9, 1997 (#11)

Scott LL, Hollier LM, Jackson G, Sanchez PJ, Baum A, Wendel, Jr. GD: Acyclovir suppression to prevent Cesarean delivery after first episode genital herpes simplex infection. Society of Perinatal Obstetricians, Miami, FL, February 1998 (#26)

Goldaber KG, Alexander JM, Hollier LM, Bloom SL, McIntire DD: Is there a very low birthweight pathologic fetal acidemia? Society of Perinatal Obstetricians, Miami, FL, February 1998 (#129)

Hollier LM, McIntire DD, Leveno KJ: Severe twin discordancy: does the smaller infant have an advantage or disadvantage? Society of Perinatal Obstetricians, Miami, FL, February 1998 (#269)

Hollier LM, McIntire DD, Leveno KJ: Effects of discordancy on the outcomes of spontaneous labor in twin gestations. Society of Perinatal Obstetricians, Miami, FL, February 1998 (#270)

Hollier LM, McIntire DD, Leveno KJ: Twin outcomes in relation to intrapair birthweight discordance in 1374 Pregnancies. Society of Perinatal Obstetricians, Miami, FL, February 1998 (#271)

Hollier LM, Ramus R, Stuart G, Corley C, McElwee B, Wendel GD Jr: Effects of ACTG 076 Trial Results on Reproductive Choices in HIV Positive Women. Society of Perinatal Obstetricians, Miami, FL, February 1998 (#759)

Scott LL, Hollier LM, Baum A, Jackson G, Sanchez PJ, Wendel GD Jr: Prevention of recurrent genital herpes at delivery using acyclovir suppression for herpes infection diagnosed prior to pregnancy--an interim analysis. Society of Perinatal Obstetricians, Miami, FL, February 1998 (#770)

Hollier LM, Wendel GD Jr: Effect of a resident-created study guide on CREOG in-training examination scores. Council on Resident Education in Obstetrics and Gynecology and Association of Professors of Gynecology and Obstetrics, Orlando, FL, March 1998.

Dawson D, Hollier LM, Scott LL, Wendel GD: Recovery of herpes simplex virus from women undergoing cesarean section for genital lesions. Ob/Gyn Residents Research Day, Univ. TX Southwestern Medical Center, Dallas, TX, March 20, 1998.

Sheffield J, Hollier L, Fish D, Baum A, Nobles B, Wendel GD Jr: Determination of valacyclovir concentrations in human breast milk. Society for Gynecologic Investigation Annual Meeting, March, 1999.

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Sheffield JS, Morris G, Hollier L, Zeray F, Sanchez PJ, Wendel GD Jr. Syphilis treatment failures in pregnancy. International Society for Sexually Transmitted Diseases Research, Denver, CO, July 1999. (#113)

Ramin SM, Hollier LM, Day MC, Kang SH, Kennedy K, Tyson JE, Gilstrap LC. Funisitis and outcome in infants less than 1000 grams. American College of Obstetricians and Gynecologists, Annual Clinical Meeting, Chicago, IL, May 2001.

Mastrobattista JM, Hollier LM. Humerus length evaluation in different ethnic groups. American Institute for Ultrasound in Medicine, Nashville, March 2002.

Hollier LM, Bishop K for the MFM Unit Network. Elevated cord blood erythropoietin is associated with infection in the neonate. Society for Gynecologic Investigation, Los Angeles, March 2002.

Hollier LM, for the MFM Unit Network. Impact of maternal antibiotics for preterm premature rupture of membranes on neonatal bacteria flora. Society for Gynecologic Investigation, Los Angeles, March 2002.

Hill J, Hollier LM, et al. State laws regarding prenatal syphilis screening in the United States. Infectious Disease Society for Obstetrics and Gynecology, Banff, Canada, August 2002.

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Pearson JM, Hollier LM, Shah A, Yeomans ER. A randomized comparison of oral misoprostol versus intravenous oxytocin for induction of labor with term premature rupture of the membranes. Society for Maternal Fetal Medicine, San Francisco, February 2003.

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Stuart GS, Casta PM, Sheffield JS, Hollier LM, Wendel GD. Postpartum permanent sterilization choices in HIV infected women, 1993-2002: A retrospective cohort study. International Society for Sexually Transmitted Disease Research, Ottawa, Canada, July 2003.

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Johnson C, Hollier LM, Mastrobattista JM. Racial difference in the frequency of echogenic intracardiac foci in second trimester fetuses. American Institute for Ultrasound in Medicine, Orlando, FL, June 2004.

Sheffield JS, Hill JB, Hollier LM, Laibl VR, Roberts SW, Sanchèz P, Wendel GD Jr. Valacyclovir to prevent recurrent herpes at term: a randomized trial. American College of Obstetricians and Gynecologists Annual Clinical Meeting, San Francisco, CA, 2005.

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Orejuela FJ, Phatak DG, Kilpatrick CK, Kwan N, Hollier LM. Practice Patterns in the Treatment of Pelvic Infections. American College of Obstetricians and Gynecologists Annual Clinical Meeting, New Orleans, LA, 2008.

Ramirez MM, Hoscovek J, Hollier LM. First trimester Screening: District VII Physicians' Knowledge and Opinions. American College of Obstetricians and Gynecologists Annual Clinical Meeting, New Orleans, LA, 2008.

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Patel S, Straub H, Promecene PA, Hollier LM. Service vs. Education in Obstetrics and Gynecology Residency Training. Council on Resident Education in Obstetrics and Gynecology and Association of Professors of Gynecology and Obstetrics Annual Meeting, Orlando FL, March 2012.

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Invited articles in journals:

Hollier LM: Nothing is the hardest thing to do. Editorial. *Ob/Gyn News*, Jan. 15, 1996

Hollier LM, Cox SM: Fluconazole (Diflucan). *Inf Dis Obstet Gynecol* 3:222-25, 1996

Scott LL, Hollier LM, Dias KM: Perinatal herpes virus infections: herpes simplex, varicella, and cytomegalovirus. *Infect Dis Clin N Amer* 11:27-53, 1997

Hollier LM, Ericksen AL, Cox SM: Malaria in pregnancy. *Infect Dis Obstet Gynecol* 5:45-51, 1997

Hollier LM, Gilstrap LC: Intracranial hemorrhage. *Contemp Ob/Gyn* 42:61-78, 1997

Cunningham FG, Hollier LM: Fetal Death. Supplement No. 4, 20th Edition, Williams Obstetrics, August/September 1997

Hollier LM, Cox SM: Gestational and congenital syphilis. *Semin Perinatol* 22(4):323-331, 1998

Hollier LM: Can neurologic injury be timed? *Semin Perinatol* 24:204-214, 2000

Hollier LM, Ramin SM, Gilstrap LC III: Antihypertensive medications in pregnant women with chronic hypertension. *Prim Care Update Ob/Gyns* 2001

Pschirrer ER, Hollier LM: Can neurologic injury be timed? *Contemp Ob/Gyn* 47:60-78, 2002.

Hollier LM, Workowski K: Treatment of sexually transmitted infections in women. *Obstet Gynecol Clin N Am* 2004;30(4):751-75.

Hollier LM. Preventing preterm birth: what works, what doesn't. *Obstet Gynecol Surv* 2005;60:124-31.

Hollier LM, Workowski K: Treatment of sexually transmitted infections in pregnancy. *Clin Perinatol* 2005;32(3):629-56.

Hollier LM, Grissom H. Human Herpesviruses in Pregnancy: Cytomegalovirus, Epstein-Barr virus and Varicella Zoster Virus. *Clin Perinatol* 2005;32(3):671-96.

Whitley RJ, Tyring SK, Hollier LM, Brunton SA. Emerging Issues in the Management of Herpes Simplex Virus Infections. *Advanced Studies in Medicine* 2006;6:S1092-1103.

Phatak DG, Hollier LM. Medical and surgical interventions for the prevention of preterm birth. *Expert Review of Obstetrics & Gynecology* 2007;2(2):193-201.

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ACOG Committee on Practice Bulletins. Management of herpes in pregnancy. ACOG Practice Bulletin. Clinical management guidelines for obstetrician-gynecologists. No. 82 June 2007. *Obstet Gynecol.* 2007;109(6):1489-98.

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Garg A, Connolley C, Hollier LM. Maternal age and malformations. *Female Patient* 2008;33(7):38-42.

Hollier LM, Workowski K. Treatment of sexually transmitted infections in women. *Infect Dis Clin North Am*. 2008;22(4):665-91

Aga I, Hollier LM. Managing genital herpes infections in pregnancy. *Womens Health (Lond Engl)*. 2009;5(2):165-72; quiz 73-4.

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Chapters:

Hollier LM, Cox SM. Intra-amniotic Infection. In: *Infectious Diseases in Women*. Sebastian Faro, MD, PhD, Mark Martens, MD, David Soper, MD (eds). W.B. Saunders Co., Philadelphia, PA, 2000.

Hollier LM: Chlamydia. In: *Gynecology for the Primary Care Physician*. Thomas G. Stovall, Frank W. Ling (eds). Current Medicine, Philadelphia, PA, 1999.

Hollier LM, Gilstrap LC: Valvular Heart Disease. The Anesthesiologist's Prospective. In: *Heart Disease in Women*. S Wilansky, JT Willerson (eds). W.B. Saunders Co., Philadelphia, PA, 2002.

Hollier LM. Operative Procedures of the Cervix. In: *Operative Obstetrics*. LC Gilstrap, FG Cunningham, JP VanDorsten (eds). McGraw-Hill, 2002.

Hollier LM. Sexually Transmitted Diseases. In: *Glass' Office Gynecology*. MG Curtis, S Overholt, MP Hopkins (eds). Lippincott Williams & Wilkins, 2006.

Hollier LM. Syphilis. In: *Infectious Diseases in Obstetrics & Gynecology*. American College of Obstetricians & Gynecologists, 2009

Hollier LM. Group B streptococcus. In: *Infectious Diseases in Obstetrics & Gynecology*. American College of Obstetricians & Gynecologists, 2009

Hollier LM. Herpes Simplex Virus. In: *Infectious Diseases in Obstetrics & Gynecology*. American College of Obstetricians & Gynecologists, 2009
I was asked to be one of the 4 authors on this book produced by the American College of Obstetricians and Gynecologists.

Traub M, Hollier LM. The Certified Nurse Midwife in Advanced Practice Nursing. In: *The Advanced Practice Nurse: Education, Role, and Practice Issues*. AP Giardino, ER Giardino (eds). NOVA publications, 2014.

III. TEACHING INFORMATION

- **Current Teaching Responsibilities:**

Course Director, Women's Health Policy Elective	2012-present
Co-Director, Physician as Advocate MS-1 Elective	2012-2014
Lecturer, National School of Tropical Medicine Curriculum	2012-present
Lecturer, Baylor College of Medicine Core Residency Didactic series	2012-present
Lecturer, Neonatal Fellows Didactic Series	2012

- **Past Teaching Responsibilities:**

Director, UT Houston Ob/Gyn Journal Club	2002 – 2011
Coordinator, LBJ Residency Didactic Series	2000-2002, 2003-2005, 2010-2011
Lecturer, UT Houston Core Residency Didactic series	1998 – 2011
Lecturer, LBJ Residency Didactic series	1998 – 2011
Lecturer, Reproductive Biology Course	2001 – 2005
Lecturer, MFM-Neonatal Fellows Didactic Series	2000 – 2011
Lecturer, Core Medical Microbiology course	2005 – 2011
Lecturer, MFM Lecture series (Christus St. Joseph)	1998-2002, 2004-2008, 2010-2011
Facilitator, Literature Appraisal course	2002, 2004-2006
Facilitator, Clinical Epidemiology	2004-2008
Co-Director, Clinical Trials Course	2004, 2006, 2007
Clinical Research Curriculum	
Lecturer, Graduate School of Biomedical Sciences	2005
Program for University of Pan America	
Lecturer, Society for Maternal-Fetal Medicine	2009
National Fellows Lecture Series	

- **Sponsorship Of Candidates:**

Sponsorship Of Candidates For Postgraduate Degree:

Member, Masters Thesis Committee	
Jennifer E. Malone	2002
Member, Masters Thesis Committee	
Jennifer L. Lemoine	2005
Member, Masters Thesis Committee	
Sarah Seth	2008

Sponsorship Of Resident Thesis:

Charles Kilpatrick, MD	2002
Surveillance for antibiotic-resistant bacteria.	
Presented at ACOG District VII Meeting, New Orleans, 2002.	
Sholah Pittman, MD	2002
Seasonality and immediate antecedents of sexual activity among adolescents.	
Presented at ACOG District VII Meeting, New Orleans, 2002. Published in J Reprod Med	
2005	

Matt Pearson, MD	2002
A randomized comparison of oral misoprostol versus intravenous oxytocin for induction of labor with term premature rupture of the membranes.	
Presented at Society for Maternal Fetal Medicine, San Francisco, February 2003.	
Carol Salerno, MD	2002
A cost comparison of strategies of screening and treating excess fetomaternal hemorrhage.	
Presented at ACOG Annual Clinical Meeting, New Orleans, April, 2003.	
Francisco Orejuela, MD	2003
COX-2 Receptor Expression in Patients with Endometrial Hyperplasia	
Published in Gynecol Oncol 2005	
Lubna Chohan, MD	2004
Surveillance for antibiotic-resistant bacteria.	
Published in Infect Dis Obstet Gynecol 2007	
Connie Faro, MD	2005
Comparison of vaginal cytokine collection methods.	
Published in Am J Reprod Immunol 2006	
Heidi Grissom, MD	2005
Bituberous Diameter and Perineal Trauma.	
Presented at ACOG District VII Meeting, San Antonio, 2005.	
Silvia Linares, MD	2006
A Randomized Trial of Personalized Prenatal Education.	
Presented at ACOG Annual Clinical Meeting, San Francisco, 2006.	
Lourdes Uribe, MD	2006
Changes in Vaginal Flora after Antibiotics for Preterm Premature Rupture of the Membranes	
Torri J. Pierce, MD	2006
Complications Associated with the Use of the Barnum Maneuver in Cases of Shoulder Dystocia.	
Presented at ACOG District VII Meeting, White Sulphur Springs, 2006.	
Heather Straub, MD	2010
Presented at TAOG/ACOG District XI Interim Meeting, Galveston, 2010	
3rd place award	
Hang Nguyen, MD	2011
Presented at TAOG/ACOG District XI Meeting, Plano, TX 2011	

Lectures

Visiting Professorships

"Prematurity: Infection and Immunology" 10th Annual Julian Wells Research Day, Baylor University Medical Center, Dallas, TX, 2003.

"Prematurity: Causes and Consequences". Institutional Grand Rounds, Texas Tech University, Amarillo, TX, 2004.

"Epidemiology in Obstetrics". Grand Rounds & Resident Research Day. Department of Obstetrics and Gynecology, Vanderbilt University Medical Center, Nashville, TN, June 1, 2006.

"Too Late for Motherhood?" and "Epidemiology in Obstetrics". Grand Rounds & Resident Research Day. Department of Obstetrics and Gynecology, Ochsner Medical Center, New Orleans, LA May 15, 2008.

Assistant Professor, OB/GYN**Ritu Dutta, MD, F.A.C.O.G**

Board certified OBGYN

100 Detering St, #3124, Houston, TX 77007

Tel # (425) 220 3653

Email: ritu200@yahoo.com**EDUCATION**

2005-2009	SUNY Upstate Medical University, Syracuse, New York Residency in Obstetrics and Gynecology
2002-2004	General Practice Residency India and United States
1997-2002	Kasturba Medical College, Manipal, India Bachelor of Medicine and Bachelor of Surgery

EMPLOYMENT

11/2015 – current	Associate Medical Director, OBGYN, The Center for Women and Children, Houston, TX. Assistant Professor, OBGYN Baylor College of Medicine, Houston, TX.
2015	Team Lead, Hospitalist Program, OBHG Baylor All Saint's Hospital, Fort Worth, TX
2009 – 2014	DIRECTOR, Women's Health Community Health Services, Hartford, CT
2013- 2014	Clinical Faculty, Department of OBGYN University of Connecticut School of Medicine

LICENSURE

-
- ABOG board certified
 - State licensure – Texas and Connecticut
 - ECFMG certified

HONORS AND AWARDS

2007	Best Teaching Resident Award
2008 – 2009	Chief Resident
2005 – 2009	Recognition for teaching medical students
2008	Nominated for APGO Resident Scholars Award Program
2005	Nominated for GMEC resident award, SUNY Upstate Medical University

PRESENTATIONS

- 2014 Domestic Violence: Key note speaker
Department of Public Health, Hartford, CT
- 2007 Cholecystitis in Pregnancy - To scope or not to
ACOG District II Annual Upstate Meeting, Turning Stone, NY
- 2008 Preconception Counseling: Key note speaker
Perinatal Annual Nursing Conference, Utica, NY
- 2009 Surgery in pregnancy: Laparoscopy vs. laparotomy
SUNY Upstate Medical University, Syracuse, NY
- 2008 Cryptococcal meningitis as a cause of maternal mortality in a non-HIV patient
SUNY Upstate Medical University, Syracuse, NY
- 2008 Twin to Twin Transfusion Syndrome – Lethal Anastomoses
SUNY Upstate Medical University, Syracuse, NY
- 2007 Case of pregnant uterus perforation in laparoscopic cholecystectomy
SUNY Upstate Medical University, Syracuse, NY

RESEARCH EXPERIENCE

- 2004-2005 Project Coordinator, Women's Health Research Unit
Boston University Medical Center, Boston, MA

PROFESSIONAL AFFILIATIONS

- 2013 ACOG Fellow
- 2008 Junior Fellow Chair, ACOG District II Section 5
- 2007 Junior Fellow Vice Chair, ACOG District II Section 5
- 2008 Resident Advisory Council
- 2002 AMA member
- 2009 ECFMG certification

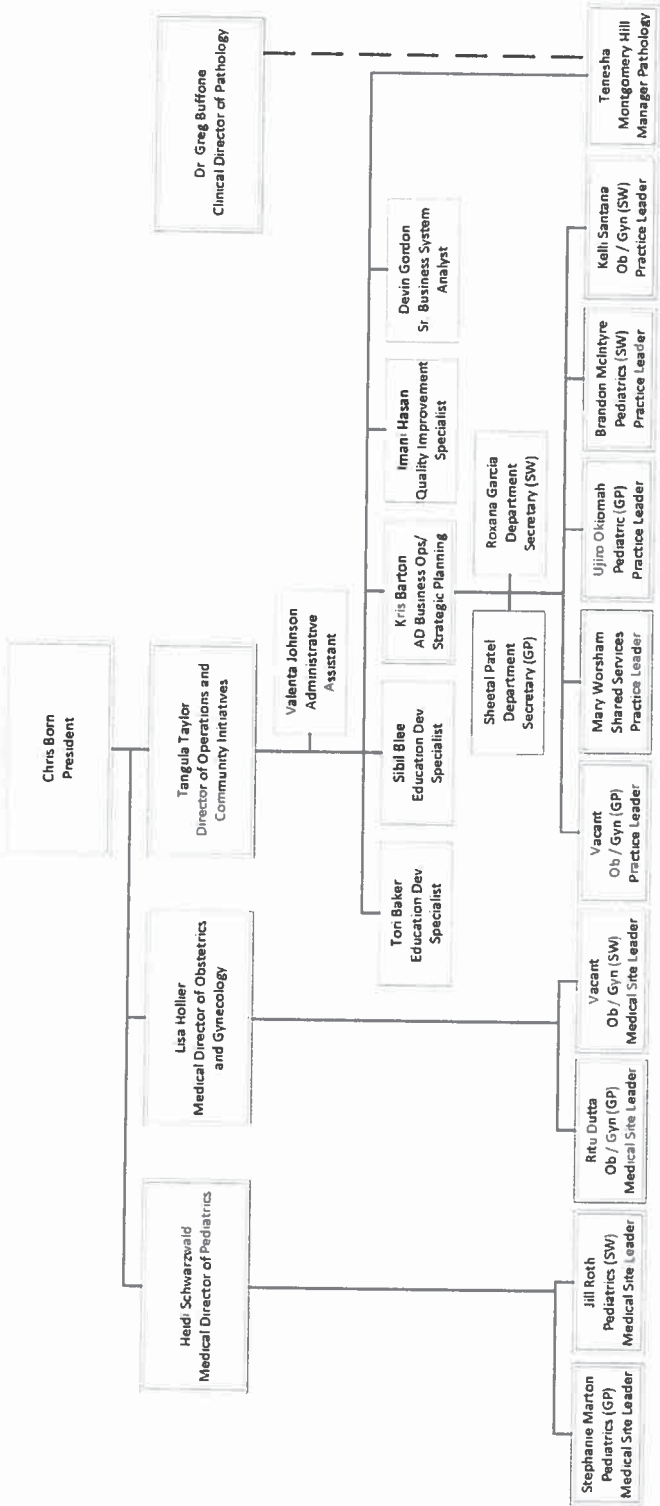
VOLUNTEER WORK

- 2009, 2010, 2011 Free Health care clinic, Dubai, UAE
- 2004 Rosie's Place Women's Shelter, Boston, MA
- 2002 Community education in rural Karnataka, India
- 200, 2001, 2002 Polio eradication project, Karnataka, India

APPENDIX C: THE CENTER FOR CHILDREN AND WOMEN ORGANIZATIONAL CHART



The Center for Children and Women - Organizational Structure



4/11/16

APPENDIX D: JOB DESCRIPTIONS**STAFF JOB DESCRIPTION****CURRENT AS OF: 12/1/2013**

JOB TITLE: Care Coordinator – OB (The Center)

JOB CODE: 0158

ORGANIZATIONAL UNIT: TCHP | The Center

SUPERVISOR'S TITLE: The Center Practice Leader

FLSA STATUS: Exempt

GENERAL SUMMARY

PURPOSE: Utilizing a collaborative approach, the nurse case manager will assess, plan, implement, monitor and evaluate the options and services required to meet an individual's health needs taking into account that the patient is at the center of all care. Provides comprehensive on-going case management services to Texas Children's Health Plan members by coordinating and managing care of high risk members in order to meet multiple service needs across the continuum of care, ensure optimal member outcomes that address quality, service, customer satisfaction and cost effectiveness. Assists the member/member's family in coping with illness by optimizing the member's/family's self-care abilities and supporting their consumer rights. Works with all members of the care team to afford the member highest care possible

POLICY SETTING RESPONSIBILITIES: Formally responsible for making recommendations regarding policies associated with the job's purpose and essential responsibilities.

DECISION-MAKING AUTHORITY: Routine decisions include assessment of member/family's medical needs; assist with formulation of treatment and service plan, implementing the plan, evaluation and continued monitoring of status, as well as use of clinical judgment to interpret and apply criteria to make medical necessity decisions.

SUPERVISORY RESPONSIBILITY: Informally responsible for supervising case management assistants.

PATIENT CARE PROVIDER RESPONSIBILITY: Indirect.

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Assesses, develops, implements and monitors a comprehensive plan of care through an interdisciplinary team process in conjunction with the member/family in internal and external settings.	Time %	Relative Importance
		30%	4
Task #1:	Identification: Proactively identifies members in need of case management through clinical rounds, medical management staff referrals, care team recommendations, consultation with primary HMO staff, medical director and PCP, parents, TCH staff, home care staff, and other internal TCHP areas.		
Task #2:	Assessment: Comprehensively assesses member's biophysical, psychosocial, environmental, discharge planning needs and financial status.		
Task #3:	Participates in planning and coordinating services across the continuum of care and documents this plan in designated system looking at the prioritized goals of each patient and any barriers to patient meeting goals.		
Task #4:	Planning and Coordination: Ensures for the provision of continuity of care needs as required and serves as advocate on behalf of members and families on an ongoing basis across the continuum of care.		
Task #5:	Implementation: Identifies problems/barriers/opportunities for intervention. Provides for resolution, revision of plans on an ongoing basis.		
Task #6:	Evaluation and Monitoring: Routinely assess member's status and progress; if progress is static or regressive, determine the reason and proactively encourage appropriate adjustments in the care plan, Providers and/or services to promote better outcomes. Meets with relevant care team members to identify barriers, implement /revise goals for each patient as needed.		

Responsibility B:	Performs all necessary communication and documentation functions.	Time %	Relative Importance
		10%	4
Task #1:	Communicates continually with members/families, medical staff, care team members, caregivers, and primary HMO staff to facilitate appropriate, timely, and cost effective care.		
Task #2:	Communicates the utilization assessments needed to provide for appropriate levels of care during stays of illness and for continuity of care needs.		
Task #3:	Utilizes concepts of reflection and motivational interviewing with the member and the entire family unit, through phone conversations and face to face conversations.		
Task #4:	Oversees all demographic information generated by the case management assistants.		
Task #5:	Documents all activities and interactions in the electronic and event tracking systems.		

Responsibility C:	Collaborates with community health education/outreach organizations and providers to provide for the overall health promotion of TCHP members.	Time %	Relative Importance
		10%	4

Task #1:	Completes home visits and clinic or hospital visits with members as indicated.
Task #2:	Serves as a liaison with community organizations involved in the interests of the maternity and pediatric population.
Task #3:	Provides community education/outreach for TCHP members when needed for Health promotion for chronic disease management and health and wellness information.
Task #4:	Maintains flexible schedule for travel, some evenings and weekends for member visits, health fairs and member and community educational outreach.
Task # 5:	Educates providers on network compliance and policies and procedures of the Texas Children's Health Plan, managed care and Medicaid.
Task #6:	Provides education to members regarding the TCHP network, access to physicians and specialists and other providers, TCH IDS and community resources as well as basic health information.

Responsibility D:	Conducts provider and member education activities.	Time %	Relative Importance
		15%	4
Task # 1:	Educates providers on network compliance and policies and procedures of the Texas Children's Health Plan, managed care and Medicaid.		
Task # 2:	Performs provider visits to discuss member program participation and adherence. Reflected on yearly performance review. Threshold 3 practitioner visits per quarter Below < 3, Meets 3, Above >3.		
Task # 3:	Assists internal and external Member Services and Case Managers by serving as a communication link and providing education on member issues and authorization process and status.		
Task # 4:	Provides education to members regarding the TCHP network, access to physicians and specialists and other providers, TCH IDS and community resources as well as basic health information.		
Task # 5:	Assists in development of disease specific case management programs as indicated for Texas Children's Health Plan members.		

Responsibility E:	Professional Development.	Time %	Relative Importance
		10%	4
Task 1:	Accurately accesses own learning needs and developed strategies to meet them. Motivated to utilize computer for distance learning.		
Task 2:	Stays informed of current health care developments to provide safe, quality nurse home visiting services.		
Task 3:	Establishes and records progress toward annual goals.		
Task 4:	Assists in creating a positive work environment that promotes productivity, mentoring, teamwork and cooperation.		
Task 5:	Elicits and considers differing viewpoints when analyzing issues.		
Task 6:	Recognizes accomplishments of team members.		

Responsibility F:	Prepares and Monitors outcome data to assist in identification of improvement opportunities.	Time %	Relative Importance
		5%	4
Task #1:	Arrange and monitor appropriate care and services for the members.		
Task #2:	Assess resource utilization and cost management: the diagnosis, past and present treatment; prognosis and goals (short and long term).		
Task #3:	Identify and report quality of care and quality of services issues and refer to appropriate Quality Management staff as evidenced in Event Tracking system.		
Task # 4:	Active participation in TCHP committees to provide feedback on opportunities for improvement.		

Responsibility G:	Demonstrates commitment to team, flexibility, professional interpersonal, communication, critical thinking, and customer service skills.	Time %	Relative Importance
		20%	5
Task #1:	Demonstrates positive and effective interpersonal skills when dealing with patients/families, visitors, peers, and other health care team members.		
Task #2:	Serves as a patient/family advocate while caring for patients and collaborating with other health care team members.		
Task #3:	Demonstrates the ability to problem solve, identifies appropriate resources, adapt to ongoing change, and handle conflict management with a professional and supportive attitude.		
Task #4:	Maintains confidentiality concerning patient/family issues.		
Task #5:	Ensures and participates in ongoing communication with other health care team members in order to enhance patient-centered care and facilitate The Center operations.		

JOB FIT**This position allows much opportunity for:**

JOB FIT FACETS	DEFINITION	EXAMPLES
High Responsibility/ Accountability	Receiving primary responsibility/accountability for completing tasks that might place heavy demands on one's time and involvement.	Being held responsible for the success of important tasks. Being in charge of projects that require high levels of time and commitment.
Relationship Building	Developing and maintaining ongoing working relationships with others requiring personal interaction and mutual support.	Building relationships with colleagues. Maintaining relationships with internal and external clients.
High-Involvement Leader	Influencing others by creating a participative, empowered environment.	Giving team member's responsibility for deciding own work methods, schedules, and assignments. Seeking ideas or input from team members.
Complexity	Performing complex tasks or working on complex projects.	Performing complicated tasks. Performing tasks requiring attention to several sources of information at once.
Details	Working on tasks requiring great attention to details.	Checking outputs for subtle defects. Reviewing reports for mistakes.

This position does not allow much opportunity for:

JOB FIT FACETS	DEFINITION	EXAMPLES
Entrepreneurialism	Developing business by seeking new opportunities, taking risks, and initiating new ventures.	Initiating innovative business ventures and making them work. Taking risks to improve company's business, products, or services.
Travel	Regularly traveling away from the office (i.e., flying, driving) to conduct business.	Going on business trips. Working on assignments that require overnight stays.
Position/Status	Holding a position with a highly respected title or status relative to others in the organization.	Holding a high-status position in the organization. Working in a role that receives a great deal of respect from others.
Center of Attention	Working on high-profile assignments.	Being seen by many inside and outside the organization. Handling assignments familiar and important to many other people.
Standardized Work	Performing clearly defined, stable work assignments with established goals and procedures.	Having tasks assigned to you. Having work patterns that are unchanging from day to day.

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	<i>Required for completely satisfactory performance in this job is the skill and proficiency in applying highly technical principles, concepts and techniques central to the nursing profession in the case management process and general managed care, and specifically with complex pediatrics and obstetrics.</i>
Skills	<i>Required for completely satisfactory performance in this job is the ability to</i>

	<p>comprehensively assess member/family medical needs, formulate a plan to help the member/family to meet these needs and provide ongoing evaluation and monitoring of those activities, education to members, families, providers and staff. Must have excellent verbal and written skills as well as be able to operate a personal computer, word processing programs, fax machine, photocopier and multi line telephone. Must have excellent customer service skills, advanced communication and interpersonal skills with all levels of internal and external customers. This includes medical staff, patients and families, clinical personnel, support and technical staff, outside agencies, and members of the community.</p> <p><i>Preferred for this job is the ability to speak proficiently in English and Spanish.</i></p>
Formal Education and Experience	<p><i>The formal education and/or experience required for completely satisfactory performance in this job is:</i></p> <ul style="list-style-type: none"> • A Bachelor of Science degree in Nursing OR three years' experience and a graduate of an accredited school of nursing • Must be registered and currently licensed by the Board of Nurse Examiners for the State of Texas • Three (3) years of clinical experience in obstetrics including the following areas of expertise: Home Care, Case Management, Managed Care or Utilization Review (in lieu of 3 years of the clinical experience, a Master's degree in Nursing, Nursing Education, or other Healthcare related field is required). <p><i>The following is preferred:</i></p> <ul style="list-style-type: none"> • Case Management Certification.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual hospital working conditions associated with this job.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Tangula Taylor

TITLE: Director, Business Development/Community Initiatives

Job Description – BCM Certified Nurse Midwife**Job Title:** Certified Midwife Nurse**Department:** Ob/Gyn Midwifery**Location:** The Center at Greenspoint

Job Summary: Provides midwifery care to obstetrical and gynecological patients in accordance with approved midwifery protocols.

Essential Functions and Duties:

- Performs appropriate risk assessments and identifies appropriate patients for continued care and appropriate patients for transfer of care.
- Provides midwifery care to obstetrical and gynecological patients in accordance with approved midwifery protocols.
- Manages normal labor and conducts delivery, including assessment of maternal and fetal status, identification of deviations from normal and management of third stage, episiotomy and perineal repairs.
- Manages postpartum course, including patient education, referrals, contraception and follow-up.
- Identifies, manages and consults with medical back up for obstetrical emergencies. Consults with medical back up as needed in non emergent situations.
- Utilizes prescriptive privileges as allowed by the Texas Board of Nursing. Documents all prescriptions in patient's medical records.
- Performs psychosocial assessments to identify emotional, social, educational and cultural issues.
- Provides patient-centered counseling and anticipatory guidance.
- Document patient records fully, accurately and appropriately in the electronic medical record.
- Codes visits appropriately based on level of service provided and assures that documentation reflects that level.
- Participates in formal and informal education programs for students (medical students, OB residents, advanced practice nursing students), other health professionals, and the general community.
- Responsible for providing input into policies associated with the job's purpose and essential responsibilities.
- Contributes to the success of The Center by providing the highest-quality team-based care, being flexible and ready to ensure patients come first, and contributing to problem-solving in group settings.
- Works collaboratively with team members on quality improvement initiatives for both inpatient and outpatient care.
- Performs other job related duties as assigned.

Minimum Qualifications

Education: Required: Masters' degree in Midwifery or nursing or related field.

Experience: Preferred: Two years of work in full-scope midwifery.

Certification/Licenses/Registration: Required: Current licensing as a Registered Nurse and status as an Advanced Practice Nurse/Nurse Midwife by the Texas Board of Nurse Examiners. Current certification as a Certified Nurse Midwife by the American Midwifery Certification Board.

Job Category

Health Care

Nursing

Hot Jobs

Required Documents

Resume or CV

JOB DESCRIPTION**CURRENT AS OF: 11/1/15**

JOB TITLE: Clinical Dietician (The Center)

JOB CODE: 0175

ORGANIZATIONAL UNIT: TCHP | The Center

SUPERVISOR'S TITLE: Operations Support Leader

FLSA STATUS: Exempt

GENERAL SUMMARY

PURPOSE: To assess nutritional needs of patients, develop and implement nutritional care plans, and communicate information to those in need in a manner developmentally appropriate for the ages and life stages of patients served (0- adult, including pregnant and nursing mothers).

POLICY SETTING RESPONSIBILITIES: No formal responsibility.

DECISION-MAKING AUTHORITY: Routine decisions include assessment of patient nutritional status and recommendations of correct nutrition plans.

SUPERVISORY RESPONSIBILITY: None.

PATIENT CARE PROVIDER RESPONSIBILITY: Direct.

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Develops, implements and evaluates patient nutritional care plans.	Time % 30%	Relative Importance 5
Task #1:	Identifies patients in need of nutrition intervention through rounds, clinic schedule or daily/team census reports, huddle meetings or referrals from care team members as evidenced by minimal nutrition issues not addressed.		
Task #2:	Provides age-appropriate assessment of all patients identified at nutrition risk per established timeframe/guidelines as measured by 95% compliance on medical record audit or through outpatient clinic processes as evidenced by minimal complaints from clinic staff/physicians.		
Task #3:	Calculates appropriate nutrition regimes to meet specific patient needs for children and adults, pregnant and nursing, (therapeutic diets, enteral or infant formula rates/modifications, TPN and other calorie sources).		
Task #4:	Adapts nutrition plan to specific economic, social, cultural, and age-appropriate needs of patients to enhance compliance to therapy.		
Task #5:	Assesses and re-assesses response to therapy and adjusts plan accordingly.		

Responsibility B:	Provides age appropriate education to support the nutritional plan of care.	Time %	Relative Importance
		25 %	5
Task #1:	Assesses learning needs and readiness to learn of patients and families.		
Task #2:	Provides individualized age-appropriate nutrition information to patients and/or family in both a written and verbal format, assures comprehension and re-educates as needed as evidenced by phone reports, chart notes and other documentation.		
Task #3:	Reassesses and modifies nutrition education plan to meet special needs of patients as needed.		
Task #4:	Uses evidence-based education materials for diet instruction.		
Task #5:	Develops and reviews nutrition education materials for patients and/or families in coordination with patient education and other nutrition/medical services to meet needs of patients as evidenced by proactive identification of needs and project completion.		
Task #6:	Follows protocols of care and follows up per guidelines.		

Responsibility C:	Collaborates with other professionals to integrate and communicate nutrition principles that enhance patient outcomes.	Time %	Relative Importance
		25 %	4
Task #1:	Participates in discharge planning or patient care/case conferences on all assigned units/areas as evidenced by team evaluation, monthly reports, team huddle meetings and chart audits.		
Task #2:	Interacts with patient care team via verbal and written modes, follow-up on recommendations and care plans with team to ensure implementation or modification as evidenced by chart audit.		
Task #3:	Documents per departmental and institutional policy.		
Task #4:	Coordinates and transitions between patient care areas and practitioners using approved hand off processes as evidenced by chart audit.		
Task #5:	Participates and develops pertinent nutrition related programs for The Center patient population.		
Task #6:	Keeps informed of new developments, products, formulas and clinical practice related to pediatric and perinatal nutrition.		

JOB FIT

Responsibility D:	Demonstrates commitment to team, flexibility, professional interpersonal, communication, critical thinking, and customer service skills.	Time %	Relative Importance
		20%	5
Task #1:	Demonstrates positive and effective interpersonal skills when dealing with patients/families, visitors, peers, and other health care team members.		
Task #2:	Serves as a patient/family advocate while caring for patients and collaborating with other health care team members. Assists care team members in discussing special needs of members and non-compliance issue with care plans for patients.		
Task #3:	Demonstrates the ability to problem solve, identifies appropriate resources, adapt to ongoing change, and handle conflict management with a professional and supportive attitude.		
Task #4:	Maintains confidentiality concerning patient/family issues.		
Task #5:	Ensures and participates in ongoing communication with other health care team members in order to enhance patient-centered care and facilitate The Center operations.		

This position allows much opportunity for:

JOB FIT FACETS	DEFINITION	EXAMPLES
Relationship Building	Developing and maintaining ongoing working relationships with others requiring personal interaction and mutual support.	Building relationships with colleagues Maintaining relationships with internal and external clients
Influencing Others	Using appropriate interpersonal styles and methods to inspire and guide individuals; gaining acceptance of ideas and plans.	Persuading a group to accept your recommendation. Persuading an individual to complete a task.
Continuous Learning	Increasing knowledge and skill when circumstances call for additional learning.	Attending formal training programs. On-the-job learning that never stops.
High-Involvement Member	Working in a participative, empowered environment.	Being heavily involved in decision making. Providing input/ideas for decisions or other actions.
Details	Working on tasks requiring great attention to details.	Checking outputs for subtle defects. Reviewing reports for mistakes.

This position does not allow much opportunity for:

JOB FIT FACETS	DEFINITION	EXAMPLES
Travel	Regularly traveling away from the office (i.e., flying, driving) to conduct business.	Going on business trips Working on assignments that require overnight stays
Center of Attention	Working on high-profile assignments.	Being seen by many inside and outside the organization. Handling assignments familiar and important to many other people.

Position/Status	Holding a position with a highly respected title or status relative to others in the organization.	Holding a high-status position in the organization. Working in a role that receives a great deal of respect from others.
Promotion Opportunities	Earning positions of greater responsibility/status.	Reaching higher levels of responsibility. Advancing in career.
Standardized Work	Performing clearly defined, stable work assignments with established goals and procedures.	Having tasks assigned to you. Having work patterns that are unchanging from day to day.

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	<i>Required for completely satisfactory performance in this job is</i> a knowledge of nutrition, medical nutrition therapy and pediatrics
Skills	<p><i>Required for completely satisfactory performance in this job is</i> the ability to observe deficiencies and formulate actions to correct the situation, make assessments and recommendations, educate others on nutritional needs, and use word processing, spreadsheet and nutrition programs on a computer.</p> <p><i>Preferred for this job is</i> the ability to speak proficiently in English and Spanish.</p>
Formal Education and Experience	<p><i>The formal education and experience required for completely satisfactory performance in this job is:</i></p> <ul style="list-style-type: none"> • Bachelor's degree in Nutrition, Dietetics or related field • Completion of ADA approved clinical program • Registered Dietitian with the American Dietetic Association • Licensed Dietitian in Texas. <p>The following is preferred:</p> <ul style="list-style-type: none"> • One (1) year clinical experience • Membership in the American Dietetic Association.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual hospital working conditions associated with this job.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Tangua Taylor

TITLE: Director, Business Development/Community Initiatives

JOB DESCRIPTION**CURRENT AS OF: 1/15/2012****JOB TITLE:** Community Relations Specialist**JOB CODE:** 6643**ORGANIZATIONAL UNIT:** Texas Children's Health Plan**SUPERVISOR'S TITLE:** Manager, Community Outreach**FLSA STATUS:** Exempt**GENERAL SUMMARY**

PURPOSE: To promote Texas Children's Health Plan through member education and recruitment at outreach and education events as well as official state enrollment events.

POLICY SETTING RESPONSIBILITIES: This position is formally responsible for providing input into policies associated with the job's purpose and essential responsibilities.

DECISION-MAKING AUTHORITY: Extensive decision making authority in planning and implementing promotional and education events and activities which encourage parents and children to become educated on childhood wellness and safety. Decisions and/or recommendations must be consistent with (1) IDS and Health Plan marketing strategies and (2) Health Plan, hospital, and applicable state regulatory policies.

SUPERVISORY RESPONSIBILITY: No supervisory responsibility.

PATIENT CARE PROVIDER RESPONSIBILITY: None

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Coordinates Texas Children's Community Relations participation in external community events that support Texas Children's Health Plan outreach goals.	Time % 35%	Relative Importance 5
Task #1: Coordinate community outreach events within designated territory to promote Texas Children's Health Plan products (Medicaid STAR and CHIP).			
Task #2: Attend all state required outreach activities and meetings for Medicaid and CHIP. To include meetings held by Community Based Organizations (CBO's) that assist families with the enrollment process. Change Happens and Children's Defense Fund are two examples.			
Task #3: Collaborates with other TCHP departments (specifically provider relations) to increase their visibility with health plan membership via community classes, health plan sponsored events and trainings. Promotes the services offered to members by these departments at all community based organization visits. Also, introduce these departments to our contacts in the schools when applicable to foster relationships.			

- Task #4: Maintain and nurture relationships with designated community based organizations by participating in various outreach activities (health fairs or parenting classes) designed by Outreach Specialist in conjunction with these CBOs and approved by manager.
- Task #5: Ensure that all state regulated marketing policies and procedures are adhered to at outreach events and evaluate the effectiveness of each event or activity via post-event briefings, volunteer and management feedback, etc.
- Task #6: Promote events to increase attendance and participation of target audience by coordinating grass roots marketing efforts such as flyer distribution, member invitations, emails, announcements in publications, and presentations in accordance with state regulated Medicaid marketing guidelines.
- Task #7: Secures volunteers, provides training and supervision in order to properly execute events when necessary.
- Task #8: Oversees the distribution and tracking process of collateral/give-aways for events and to CBOs in designated territories. Collateral includes cinch bags, quarterly calendar, pens, notepads, t-shirts, etc.
- Task #9: Schedules coverage for all events by utilizing community outreach team and other departments (with management approval) within Texas Children's Health Plan. Communicates information about the event to those scheduled to attend a week prior to the event date. (I.e. date, time, location, attire, etc.)

Responsibility B:	Coordinates potential member education activities and events with current health plan clients with various departments throughout the TCH IDS such as, medical management. Completes other tasks/responsibilities as assigned by management.	Time % 25%	Relative Importance 5
<p>Task #1: Coordinates efforts with Texas Children's Health Plan case management, medical management and member services teams to ensure that all state requirements are fulfilled regarding member education.</p> <p>Task #2: Acts as a Community Relations liaison to assigned TCH departments and subsidiaries and maintain and nurture relationships within assigned territory.</p> <p>Task #3: Promotes and educates the TCH IDS employees, medical staff and volunteers about the two plan options offered by Texas Children's Health Plan. Trains other department's staff (medical management and member services) on the use of our curriculum for the parent class series. The only exception would be the car seat training because of the class time commitment</p> <p>Task #4: Assists medical management with the logistical planning of baby showers or/and other events for the maternal child member population as well as general population.</p> <p>Task #5: Collaborates with day care centers in our targeted communities to engage families in our parenting classes. Offer special events for specific centers that may include; birthday parties, breakfast for the parents, or sponsoring an activity for the children during the day.</p>			

Responsibility C:	Engages in networking opportunities for the development of TCHP.	Time %	Relative Importance
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Records interactions and tracks these in Outlook. Maintains and creates health and safety educational materials for events, classes, etc.	20%	4
<p>Task #1: Works with community based organizations to provide appropriate education material about programs offered through the Health Plan with an emphasis on state regulated programs and policies and procedures related to Medicaid and CHIP.</p> <p>Task #2: Along with the community relations coordinator schedules a minimum of 4 store front socials at Falles Paredes or Dollar Store locations per year. Secures location by contacting store and property management. Ensures that the deadlines are met with the marketing department for the development of a flyer for the event.</p> <p>Task #3: Assists in writing articles for promotional materials and newsletters as needed. Provides translation (English/Spanish).</p> <p>Task #4: Maintains and develops, database on relevant information on contacts providers and community organizations and inputs data in Outlook to track productivity statistics and information about CBOs territory.</p> <p>Task #5: Works on special projects created to engage the community that complements the marketing plans. Examples of past projects include, Night Lights and El Centro after hour facilities. Determine the amount of collateral ordered and manages the distribution. Attends any promotional events and assists in the planning to ensure TCHP is well represented.</p> <p>Task #6: Supports the development of the health promotion program of TCHP for the maternal child members. Works on other special projects as assigned in regards to this program.</p>		

Responsibility D:	Seeks opportunities for and Coordinates public speaking assignments to promote TCHP.	Time % 15%	Relative Importance 3
<p>Task #1: Writes, edits and delivers talking points and/or speeches informing target audiences of the benefits of programs offered through the Texas Children's Health Plan with an emphasis on parenting education and state regulated Medicaid and CHIP policies and procedures.</p> <p>Task #2: Identifies and enlists opportunities to speak to children's advocacy groups, community organizations, press events, schools, agencies, and departments within the TCH IDS etc.</p>			

Responsibility E:	Assists the Manager of Community Outreach and Director of Government and Community Relations as needed.	Time % 5%	Relative Importance 4
<p>Task #1: Provides translation support (written and verbal) when needed if applicable.</p> <p>Task #2: Performs other duties as assigned.</p>			

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	Required for completely satisfactory performance in this job is knowledge of managed care industry and outreach experience. Strong customer service, event planning, organizational skills, and budget monitoring skills are essential. Solid written and verbal communication skills are required. Familiarity with advocacy programs and experience with assisting low socioeconomic status families. Familiarity with government resources like Medicaid and CHIP is required. Experience in event planning as well as being very detail and multitasked oriented is beneficial. High School degree required, bachelors preferred.
Skills	Required for completely satisfactory performance in this job is the ability to explain Medicaid and CHIP programs as well as health and safety programs in easy-to-understand terms for families from diverse socioeconomic backgrounds and community leaders. Also required is the ability to use IDS, office software such as Outlook and Excel and the ability to demonstrate self-initiated work behaviors with excellent verbal communication skills.
Formal Education and Experience	The formal education normally associated with completely satisfactory performance in this job is a Bachelor's degree with a concentration in Education, Public Health, or related field. A minimum of one year of work experience in education, public health, or related field is required. In lieu of Bachelor's degree, an <u>additional</u> two years of related work experience may be considered. It is necessary to have substantial writing experience. Bilingual (English/Spanish) is required.

WORKING CONDITIONS

This position requires evening and weekend hours and extensive travel within the city of Houston. Must be able to provide own transportation.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities.

APPROVED BY

NAME: Rosie Valadez-McStay

TITLE: Director, Government and Community Relations

LEADERSHIP JOB DESCRIPTION**CURRENT AS OF: 4/1/2012**

JOB TITLE: Director, Business Development/Community Initiatives - Patient and Family Centered Medical Home (The Center)

JOB CODE: 0150

ORGANIZATIONAL UNIT: Texas Children's Health Plan

SUPERVISOR'S TITLE: President

FLSA STATUS: Exempt

GENERAL SUMMARY

PURPOSE: Business Development Director is responsible for building a business development program by developing growth opportunities and tactical operations approaches through analysis of market trends and competitive dynamics, in the context of overall Texas Children's Health Plan strategy and initiatives. S/he will be responsible for analyzing and interpreting information, anticipating emerging business opportunities, facilitating the development of regional Patient and Family Centered Medical Home strategies and implementing action toward improving the health care delivery system by developing transformative delivery sites. The Director is responsible for establishing/sustaining critical business relationships (internal and external) and building best-in-class programs that support the mission and vision of Texas Children's and Texas Children's Health Plan.

POLICY SETTING RESPONSIBILITIES: Formally responsible for setting policy associated with the role's purpose and essential responsibilities.

DECISION-MAKING AUTHORITY: Routine decisions include strategic business and operational decisions that ensure the development of market growth opportunities and assessment of operational infrastructure that will positively impact the positioning of Texas Children's. This includes decisions to ensure the delivery of high quality, cost effective clinical care and the provision of exceptional customer service for the services and programs offered at the Patient and Family Centered Medical Home sites as well as the contracted delivering hospital. Routine decisions include those at the project level, such as evaluating and prioritizing project work, making formal recommendations to leadership regarding appropriate courses of action, and developing and implementing solutions (Shared accountability with the Chief Medical Officer and President for decisions related to the overall development of the Medical Home.)

SUPERVISORY RESPONSIBILITY: Formally responsible for supervising personnel involved in the Patient and Family Centered Medical Home and leading the execution of the Business Plan overseeing all facility and organizational design initiatives.

PATIENT CARE PROVIDER RESPONSIBILITY: None

KEY ACCOUNTABILITIES

Accountability A:	Develops proactive and reactive opportunities within existing and emerging markets. Identifies key relationships, trends, priorities and gathers intelligence within target markets; interprets this information and recommends points of entry and opportunities for development.	<u>Time %</u>	<u>Relative Importance</u>
		10 %	5

Accountability B:	Provides business development, project management oversight and administrative leadership for Patient and Family Centered Medical Homes. Ensures the delivery of high quality and cost effective patient care through planning, development, and operations management.	<u>Time %</u>	<u>Relative Importance</u>
		30 %	5

Accountability C:	Manages completion of projects requiring judgment, consensus building and effective communication skills and monitors completion against approved plans, metrics and budgets.	<u>Time %</u>	<u>Relative Importance</u>
		30 %	5

Accountability D:	Completes research and assessments related to existing and potential market development efforts requiring strong business acumen and professional communication skills (written, evaluative and oral).	<u>Time %</u>	<u>Relative Importance</u>
		5 %	5

Accountability E:	Develops positive working relationships with current and potential affiliates. Develops and maintains strong and collaborative relationships with TCH-IDS administration, faculty and staff. Develops partnerships and maintains communication with external provider organizations, network members and affiliates, physician groups, managed care organizations, medical community professionals, academic medical centers, regulatory agencies, business and community leaders, and professional organizations to exchange information and promote the mission and vision of Texas Children's Health Plan.	<u>Time %</u>	<u>Relative Importance</u>
		15 %	5

Responsibility F:	Develops, leads, and executes a scalable infrastructure and compelling value proposition for growth of	<u>Time %</u>	<u>Relative Importance</u>
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partnership programs. Works collaboratively to develop strategy and operational tactics for brand enhancement and positioning.

10 %

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5

Shared**Accountabilities:**

- Completes timely performance appraisals for direct reports.
- Assures that new staff attends hospital and departmental orientations within 30 days of employment.
- Reports financial performance on a monthly basis.
- Develops and modifies job descriptions as necessary.
- Prepares and submits annual capital and operating budgets.
- Conducts appropriate investigations with appropriate follow-up.
- Submits timely performance planning documents, ongoing planning materials, action plans and departmental goals.

Strives to achieve the goal of accreditation through the following:

- Ensures that Joint Commission or NCQA requirements specific to the department are fulfilled and understands the linkage between departmental requirements and those of the overall organization.
- Collaborates with colleagues in other departments to ensure all Joint Commission, NCQA, or other certification (CLIA) requirements are met.

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	Required for completely satisfactory performance in this job is knowledge of inpatient and outpatient hospital business operations, external information sources for use in analyzing market opportunities, business strategies for creating and sustaining successful healthcare programs in the community, fiscal management, performance improvement, and Joint Commission standards.
Skills	Required for completely satisfactory performance in this job is the ability to develop strategic relationships, exceptional interpersonal and communication skills, diplomacy, business savvy and drive for results.
Formal Education and Experience	The formal education and experience required for completely satisfactory performance in this job: <ul style="list-style-type: none"> • Master's degree in business or healthcare related field

	<ul style="list-style-type: none">• Ten (10) years of business-related leadership, operations management, or project management experience• Five (5) years of high-level healthcare leadership experience. The following is preferred:• Basic knowledge of primary care pediatric and obstetric services/programming.
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WORKING CONDITIONS

There are no unusual healthcare working conditions associated with this job.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Christopher M. Born

TITLE: President

JOB DESCRIPTION**CURRENT AS OF:** 10/1/2015**JOB TITLE:** Director of Finance and Reporting (TCHP)**JOB CODE:** 0178**ORGANIZATIONAL UNIT:** Finance, Texas Children's Health Plan**SUPERVISOR'S TITLE:** Chief Financial Officer, TCHP, Inc. FLSA**STATUS:** Exempt**GENERAL SUMMARY**

PURPOSE: To provide leadership and direction to Texas Children's Health Plan and the Finance department such that the Health Plan's financial and statistical performance can be accurately and continuously measured; to ensure all transactions are properly recorded in accordance with Generally Accepted Accounting Principles (GAAP); and to ensure that reporting is in compliance with the appropriate regulatory standards which includes the Federal Acquisition Regulation (FAR), the Health and Human Services Uniform Managed Care Contract, Terms and Conditions and the Uniform Managed Care Manual and the Statutory Basis of accounting practices prescribed or permitted by the Texas Department of Insurance Accounting. To ensure that accurate and timely financial information is appropriately distributed; to monitor compliance with external regulatory reporting requirements as well as internal policies and procedures.

POLICY SETTING RESPONSIBILITIES: Formally responsible for setting policy associated with the job's purpose and essential responsibilities.

DECISION-MAKING AUTHORITY: Routine decisions include personnel decisions related to department leadership, policies and procedures regarding financial aspects of the Health Plan, proper accounting treatment of transactions (both routine and non-routine) and proper reporting to regulatory entities.

SUPERVISORY RESPONSIBILITY: Formally responsible for direct supervision of 3 Managers (3), who serve as the leader over financial and regulatory reporting and business processes including but not limited to payout of incentive programs and financial project work, and indirect supervision of approximately 10 support staff.

PATIENT CARE PROVIDER RESPONSIBILITY: None.

KEY ACCOUNTABILITIES

Accountability A:	Provide leadership and oversight to the Finance department in order to ensure accurate and timely information is produced and high customer satisfaction is achieved. Identify and analyze the design of jobs and work processes for the department, and implement appropriate changes to improve effectiveness, productivity and efficiency that support the goals of the Health Plan and Texas Children's.	Weighting 10%
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Accountability B:	Oversee and direct the Finance department to assure compliance with Generally Accepted Accounting Principles and the accurate and timely preparation of financial statements. Oversee the annual financial audit process.	Weighting 10%
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Responsibility D:	Schedules appointments.	Time %	Relative Importance
		10%	5
Task #1:	Schedules appointments per practice protocol.		
Task #2:	Demonstrates ability to use judgment when scheduling provider's templates.		
Task #3:	Accommodates walk-ins per practice protocol.		

Responsibility E:	Collects Specimens and Performs Laboratory Test.	Time %	Relative Importance
		10%	5
Task #1:	Verifies provider order and patient per practice protocol.		
Task #2:	Collects and processes specimen according to manufacturer instructions and using proper technique.		
Task #3:	Follows practice protocol in reporting and documenting results.		
Task #4:	Performs and documents scheduled quality control, instrument maintenance and calibration procedures according to manufacturer information.		
Task #5:	Maintains and prepares reagents appropriately and performs and documents required reagent checks, including monitoring of expiration dates.		
Task #6:	Takes appropriate action and documents out of control values per manufacturer guidelines.		
Task #7:	Troubleshoots and documents instrument problems and makes minor adjustments, when applicable, by consulting instrument manual and the appropriate technical support service.		
Task #8:	Participates in CLIA/COLA-approved proficiency testing program.		
Task #9:	Maintains records of proficiency results.		
Task #10:	Communicates any quality control issues, proficiency issues and/or instrument failures to Lab Medical Director and Practice Manager as they occur.		
Task #11:	Coordinates with outside lab verifying patient location for lab and documents per practice protocol.		
Task #12:	Directs patient to approved lab if specimen is not to be obtained in practice.		
Task #13:	If specimen is sent to an outside laboratory, ensures the specimen is collected and sent per practice and lab protocols.		
Task #14:	Assures results are received and provider is notified of results.		
Task #15:	Reports all lab errors immediately to supervisor after becoming aware of error.		
Task #16:	Assures encounter form reflects test performed.		
Task #17:	Notifies Operations Support Leader, or designee, or needed laboratory supplies weekly.		
Task #18:	Assures compliance with regulatory requirements, i.e. CLIA/COLA and OSHA.		

Responsibility F:	Demonstrates commitment to team, flexibility, professional interpersonal, communication, critical thinking, and customer service skills.	Time % 20%	Relative Importance 5
Task #1:	Demonstrates positive and effective interpersonal skills when dealing with patients/families, visitors, peers, and other health care team members.		
Task #2:	Serves as a patient/family advocate while caring for patients and collaborating with other health care team members.		
Task #3:	Demonstrates the ability to problem solve, identifies appropriate resources, adapt to ongoing change, and handle conflict management with a professional and supportive attitude.		
Task #4:	Maintains confidentiality concerning patient/family issues.		
Task #5:	Ensures and participates in ongoing communication with other health care team members in order to enhance patient-centered care and facilitate The Center operations.		

JOB FIT**This position allows much opportunity for:**

JOB FIT FACETS	DEFINITION	EXAMPLES
Relationship Building	Developing and maintaining ongoing working relationships with others requiring personal interaction and mutual support.	Building relationships with colleagues Maintaining relationships with internal and external clients
High-Involvement Member	Working in a participative, empowered environment.	Being heavily involved in decision making. Providing input/ideas for decisions or other actions.
High Responsibility/Accountability	Receiving primary responsibility/accountability for completing tasks that might place heavy demands on one's time and involvement.	Being held responsible for the success of important tasks. Being in charge of projects that require high levels of time and commitment.
Details	Working on tasks requiring great attention to details.	Checking outputs for subtle defects. Reviewing reports for mistakes.
International Exposure	Working in situations involving different cultures/languages and responding to the ambiguity of unexpected/unfamiliar approaches.	Working with people from unfamiliar cultures or backgrounds. Working with people who use unconventional or unfamiliar business practices.

This position does not allow much opportunity for:

JOB FIT FACETS	DEFINITION	EXAMPLES
Entrepreneurialism	Developing business by seeking new opportunities, taking risks, and initiating new ventures.	Initiating innovative business ventures and making them work. Taking risks to improve company's business, products, or services.
Commission	Working under a pay structure in which part of one's income depends on measurable performance (e.g., commission sales).	Having part of compensation based on commission. Having part of compensation at risk.

Travel	Regularly traveling away from the office (i.e., flying, driving) to conduct business.	Going on business trips. Working on assignments that require overnight stays.
Compensation	Receiving a high salary or generous monetary compensation (e.g., stock options) for work.	Earning an above-average amount of money for someone in the position. Having the opportunity to earn a high salary.
Position/Status	Holding a position with a highly respected title or status relative to others in the organization.	Holding a high-status position in the organization. Working in a role that receives a great deal of respect from others.

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	<i>Required for complete satisfactory performance in this job</i> is a fundamental knowledge of Obstetric assessment and treatment. Also required is knowledge of related OSHA and CLIA/COLA guidelines and requirements, general office tasks and patient confidentiality. Knowledge of medical terminology.
Skills	<i>Required for complete satisfactory performance in this job</i> is the ability to take vital signs, weigh patients, perform phlebotomy, and use basic laboratory equipment. Proficiency with treatments such as dressing changes and ability to assist with staple removal, pap smears, and other basic office procedures. Familiarity with all business office machines, i.e., computer, multiline telephone. Effective interpersonal and communication skills required. <i>Preferred for this job</i> is the ability to speak proficiently in English and Spanish.
Formal Education and Experience	<i>The formal education and experience required for complete satisfactory performance in this job is:</i> <ul style="list-style-type: none"> • High school graduate, GED or equivalent. The following is preferred: <ul style="list-style-type: none"> • Certification as a certified medical assistant (CMA), registered medical assistant (RMA) or emergency medical technician (EMT) CPR certification • One (1) year of experience.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual hospital working conditions associated with this job.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Tangua Taylor

TITLE: Director, Business Development/Community Initiatives

LEADERSHIP JOB DESCRIPTION**CURRENT AS OF: 10/1/2012**

JOB TITLE: Medical Director - OB-GYN (The Center)

JOB CODE: 0154

ORGANIZATIONAL UNIT: Texas Children's Health Plan (TCHP) – Administration

SUPEVISOR'S TITLE: TCHP Chief Medical Officer (CMO)

GENERAL SUMMARY

PURPOSE: The Medical Director-OB-GYN at The Center will work with the Clinical and Administrative teams to establish and lead programs that establish a Medical Home type practice setting that values patient centered women's health, recognizes the importance of service, respects diversity, are cost effective and productive in delivery of health care services to all patients and recognize and acknowledge the achievements of physicians and other clinicians who help to transform the organization. The OB-GYN Medical Director will facilitate communication across the organization including between administration and clinicians. The OB-GYN Medical Director will guide the creation and implementation of medical policies, practices and programs at The Center(s).

POLICY SETTING RESPONSIBILITIES: in collaboration with Administrative Director and TCHP CMO.

DECISION-MAKING AUTHORITY: as defined below

PATIENT CARE PROVIDER RESPONSIBILITY: Until the first Center is open, the position will be 100% administrative and upon opening the Medical Director will be 40% clinical (approximately two days per week).

KEY ACCOUNTABILITIES

Accountability A:	Leads the development and implementation of clinical guidelines and work flows, quality improvement programs and care coordination systems around the establishment and implementation of the Medical Home type women's health services at The Center(s). Works within the Care team members to facilitate meeting needs and goals of the patients by discussing patients with issues, concerns and non-compliance during huddles and care team meetings; Serves as The Center's OB-GYN representative on Texas Children's committees to assure program development is integrated across the entire enterprise. Works with physicians and other clinicians to assure programs developed will work well in the Medical Home setting and will be cost effective to implement. Develops metrics to measure the program's success.	Weighting 30%
Accountability B:	Serves as The Center's OB-GYN clinical spokesperson with internal and external stakeholders. Works with the TCHP CMO and Administrative Director to evaluate data needed to assure compliance with service standards, state mandates and contracts.	Weighting 20%

Accountability C:	Participates in the annual budget process. Participates with the Administrative team in developing the annual capital budget and operating budgets. Works with the TCHP CMO, Center Administrative Director and others to identify physician/clinician staffing needs. Works with the administrative team and the physicians to facilitate communication regarding the budget process and the understanding of the budget.	Weighting 10%
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Accountability D:	Develops standards for the professional performance of physicians, nurse practitioners, and other clinicians. Participates in the Academic evaluation of The Center conducted by the Center For Clinical Evaluation. Identifies and/or develops programs to facilitate physician/clinician development both clinically and as leaders. Ensures concepts of Patient Centered Care concepts are part of the day to day operations of the care team and all staff within the Center. Establishes and maintains process for the measurement and evaluation of provider performance. Provides coaching and counseling when needed to physicians/clinicians to maintain high quality patient care.	Weighting 20%
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Accountability E:	Performs other responsibilities as necessary. Participates in the setting of annual goals and updates to the TCHP Strategic plan. Participates in appropriate outside medical and community activities as the representative of TCHP. Oversees the OB-GYN teaching program for medical students, residents and fellows as well as other related training programs operating at The Center.	Weighting 20%
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Shared Accountabilities:	<ul style="list-style-type: none"> • Completes timely performance appraisals for direct reports • Assures that new staff attends hospital & health plan orientation within 30 days of employment • Assures that new staff attends departmental orientation within 30 days of employment • Reports financial performance on a monthly basis • Develops and modifies job descriptions as necessary • Prepares and submits annual capital and operating budgets • Conducts appropriate investigations and follows-up on individual and patient complaints • Submits performance planning documents, ongoing planning materials, action plan and department goals <p>Strives to achieve the goal of accreditation through the following:</p> <ul style="list-style-type: none"> • Ensures that NCQA and other external requirements specific to medical home are fulfilled but also understand the linkage between The Center's requirements and those of the entire Texas Children's enterprise.
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This position allows much opportunity for:

JOB FIT FACETS	DEFINITION	EXAMPLES
Challenging Work	Working on difficult or demanding tasks requiring substantial effort and commitment.	Making significant work-related decisions Working on demanding tasks rapidly and within time constraints
High-Involvement Leader	Influencing others by creating a participative, empowered environment.	Giving team members responsibility for deciding own work methods, schedules, and assignments. Seeking ideas or input from team members.
High Responsibility/ Accountability	Receiving primary responsibility/accountability for completing tasks that might place heavy demands on one's time and involvement.	Being held responsible for the success of important tasks. Being in charge of projects that require high levels of time and commitment.
Influencing Others	Using appropriate interpersonal styles and methods to inspire and guide individuals; gaining acceptance of ideas and plans.	Persuading a group to accept your recommendation. Persuading an individual to complete a task.
Relationship Building	Developing and maintaining ongoing working relationships with others requiring personal interaction and mutual support.	Building relationships with colleagues. Maintaining relationships with internal and external clients.

This position does not allow much opportunity for:

JOB FIT FACETS	DEFINITION	EXAMPLES
Interpersonal Support	Receiving regular and abundant emotional support, reassurance, and gestures of appreciation.	Being praised by coworkers or customers. Being reassured by coworkers before undertaking a difficult assignment.
Travel	Regularly traveling away from the office (i.e., flying, driving) to conduct business.	Going on business trips. Working on assignments that require overnight stays.
Center of Attention	Working on high-profile assignments.	Being seen by many inside and outside the organization. Handling assignments familiar and important to many other people.
Formal Recognition	Receiving formal recognition (inside and outside the organization) for accomplishments.	Being recognized formally for achievements. Receiving formal awards (e.g., plaques, employee-of-the-month honors, trips, etc.).
Standardized Work	Performing clearly defined, stable work assignments with established goals and procedures.	Having tasks assigned to you. Having work patterns that are unchanging from day to day.

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	Knowledge of and experience with EHR implementation. Must have knowledge, exposure and engagement on the national front, e.g. ACOG.
Skills	Must have strong communication and interpersonal skills. Must have the ability to be a firm negotiator with a willingness to stand by decisions. Must be an excellent listener who takes into account all perspectives before facilitating a decision. A strategic ability to focus on the big issues that affect most MDs rather than minor issues that affect only a few. Must be an excellent facilitator, mediator, and consensus builder. Must be a passionate advocate for the traditionally underserved and be articulate in expressing the value of team based care and the value of the medical home concept for primary care.

Formal Education and Experience	<p>The formal education and/or experience required for completely satisfactory performance in this job are as follows:</p> <ul style="list-style-type: none">• Licensed OB-GYN practicing at least half-time clinically• Experience in a medical group setting either as a Section Chief or as a Lead Physician in a large multi-specialty group.
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APPROVED BY

NAME: Tangula Taylor

TITLE: Director, Business Development/Community Initiatives

GENERAL SUMMARY-Non Tenure Assistant Professor in Obstetrics and Gynecology, Division of Gynecologic and Obstetric Specialists

START DATE: January 2014

PURPOSE: The Physician works collaboratively with the healthcare team to render appropriate care. The Physician provides assessment, diagnosis, and initiation of treatment and procedures. The role of the Physician is in accordance with the Texas State Board of Medical Examiners. In addition, the physician assumes a leadership position within The Center at Greenspoint. Works collaboratively with Practice Leader to meet quality goals and ensure appropriate staffing. Oversees pediatric providers at The Center at Greenspoint.

REPORTS TO: Medical Director of The Centers and the Director of the Division of Gynecologic and Obstetric Specialists in the Department of Obstetrics and Gynecology, Baylor College of Medicine.

POLICY SETTING RESPONSIBILITIES: Provides input through membership on Physician Advisory Committees.

SUPERVISORY RESPONSIBILITY: Supervises all Obstetric providers, ensures quality care. Maintains schedules.

PATIENT CARE PROVIDER RESPONSIBILITY: Direct

Actively seeks out opportunities to support the team based delivery of high quality care in a patient centered way by:

- Enthusiastically engaging in team-based care
- Anticipating the patient needs and striving to exceed the customer's expectations
- Consistently placing the team's success ahead of self interests
- Continually working in collaboration with other team members to improve the value of care delivered to our patients and families

The care team consists of many different types of healthcare professionals working together to support the customer population. This environment will provide individuals the opportunity to work collaboratively with the following professionals:

- | | |
|--|------------------------------|
| • Administration | • Medical Assistants |
| • Advanced Practice Nurses | • Optometrists |
| • Care Coordinators | • Patient Access Specialists |
| • Case Managers | • Physicians |
| • Certified Nurse Midwives | • Psychologists |
| • Dieticians | • Psychiatrists |
| • Genetic Counselors | • Referral Coordinators |
| • Health Educators | • Registered Nurses |
| • Laboratory and Radiology Specialists | • Social Workers |

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Develops and maintains a caseload of patients based on practice goals and objectives.	Time % 40%	Relative Importance 5
<p>Task #1: Assesses, diagnoses, treats, and educates patients.</p> <p>Task #2: Documents information in patient's chart regarding assessment, diagnosis, treatment, and education.</p> <p>Task #3: Refers to appropriate specialist, as needed.</p> <p>Task #4: Provides verbal and/or written information regarding treatment regimens in language that is understandable and appropriate for the patient and/or caregiver.</p> <p>Task #5: Serves as a credible, knowledgeable educational resource for the patient, family, community and other healthcare professionals.</p>			
Responsibility B:	Demonstrates commitment to team, flexibility, professional interpersonal, communication, critical thinking, and customer service skills.	Time % 20%	Relative Importance 5
<p>Task #1: Demonstrates positive and effective interpersonal skills when dealing with patients/families, visitors, peers, and other health care team members.</p> <p>Task #2: Serves as a patient/family advocate while caring for patients and collaborating with other health care team members.</p> <p>Task #3: Demonstrates the ability to problem solve, identifies appropriate resources, adapts to ongoing change, and handle conflict management with a professional and supportive attitude.</p> <p>Task #4: Maintains confidentiality concerning patient/family issues.</p> <p>Task #5: Ensures and participates in ongoing communication with other health care team members in order to enhance patient-centered care and facilitate The Center operations.</p>			
Responsibility C:	Facilitates proper billing.	Time % 10%	Relative Importance 4
<p>Task #1: Records diagnosis/CPT in an accurate, timely manner to ensure prompt posting of charges per practice protocol.</p> <p>Task #2: Documents information in patient's chart regarding assessment, diagnosis, treatment, and education.</p> <p>Task #3: Acts as a good steward of funds available for patient care.</p>			
Responsibility D:	Participates team based approach and quality improvement strategies.	Time % 10%	Relative Importance 5

Task #1: Participates in practice meetings, including daily team huddles and provides input to address patient care issues or operational concerns. Fosters Patient Centered Specialty Care concepts

Task #2: Participates in and leads quality improvement projects.

Task #3: Embraces a team based, family centered approach to care and treatment.

Responsibility E:	Educates Medical Students and Residents	Time %	Relative Importance
		10%	5
<p>Task #1: Educates medical students on the basics of obstetric care, including but not limited to: taking an appropriate history, performing a physical examination, developing a differential diagnosis, implementing a treatment plan, and culturally sensitive care.</p> <p>Task #2: Educates residents on the specific details of primary preventive and obstetric care. Works with residents to develop a team based approach to care.</p> <p>Task #3: Models a team based, family centered approach to care and treatment in a flexible, culturally sensitive environment.</p> <p>Task #4: Educates medical students and residents about alternative care models including patient-centered medical homes.</p>			
Responsibility F:	Supervisory and Administrative responsibilities	Time %	Relative Importance
		20%	5
<p>Task #1: Leads change in the Center at Greenspoint to ensure the highest quality patient centered care at all times.</p> <p>Task #2: Supervises all obstetric providers, maintains their performance management reviews, follows up on any issues involving the providers</p> <p>Task #3: Partners with Practice Leader to ensure operational excellence and a consistent high quality patient experience.</p> <p>Task #4: Manages staff and providers to ensure each member of the team is working to the top of their licensure.</p>			

Shared Accountabilities:

- Completes timely performance appraisals for direct reports.
- Assures that new staff attends departmental orientation within 30 days of employment.
- Reports financial performance on a monthly basis.
- Develops and modifies job descriptions as necessary.
- Prepares and submits annual capital and operating budgets.
- Conducts appropriate investigation and follow-up on individual and patient complaints.
- Submits performance planning documents, ongoing planning materials, action plans and department goals.
- Ensures that Texas Medicaid, NCQA and meaningful use requirements specific to The Center are fulfilled but also understands the linkage between The Center's requirements and those of the integrated delivery system.

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	Required for completely satisfactory performance in this job is a fundamental knowledge of obstetric assessment and treatment. Also required is knowledge of related OSHA, CLIA and NCQA guidelines and requirements, and confidentiality.
Skills	Required for completing satisfactory performance in this job is the ability to assess, diagnose and develop treatment plans for patients. Proficiency in clinical procedures as defined by credentialing.
Formal Education and Experience	The formal education normally associated with complete satisfactory performance in this job is graduation with a medical degree and completion of a Residency in Obstetrics and Gynecology. Current license as a MD from Texas State Board of Medical Examiners is required. Must be board certified or eligible to sit for the American Board of Obstetrics and Gynecology examination.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual healthcare working conditions associated with this job.

**GENERAL SUMMARY-Non Tenure Assistant or Associate Professor in Obstetrics and Gynecology,
Division of Gynecology and Obstetrics**

Center for Children and Women Associate Medical Director for Ob/Gyn

START DATE: January 2015

PURPOSE: Assumes a leadership position within The Center for Children and Women at Greenspoint. Works collaboratively with Practice Leader to meet quality goals and ensure appropriate staffing. Oversees ob/gyn providers at The Center for Children and Women Greenspoint. The medical site leader works collaboratively with the healthcare team to render age appropriate care. The Provider provides assessment, diagnosis, and initiation of treatment and procedures. The role of the Provider is in accordance with the Texas State Board of Medical Examiners.

REPORTS TO: Medical Director of the Centers and Director, Division of Gynecology and Obstetrics in the Department of Obstetrics and Gynecology, Baylor College of Medicine.

POLICY SETTING RESPONSIBILITIES: Provides input through membership on Physician Advisory Committees.

SUPERVISORY RESPONSIBILITY: Supervises all ob/gyn providers, ensures quality care. Maintains schedules for hospital and clinic.

PATIENT CARE PROVIDER RESPONSIBILITY: Direct

Actively seeks out opportunities to support the team based delivery of high quality care in a patient centered way by:

- Enthusiastically engaging in team-based care
- Anticipating the family and patient needs and striving to exceed the customer's expectations
- Consistently placing the team's success ahead of self-interests
- Continually working in collaboration with other team members to improve the value of care delivered to our patients and families

The care team consists of many different types of healthcare professionals working together to support the customer population. This environment will provide individuals the opportunity to work collaboratively with the following professionals:

- | | |
|---------------------------------------|--|
| • Administration | • Laboratory and Radiology Specialists |
| • Advanced Practice Registered Nurses | • Medical Assistant |
| • Behavioral Health Specialists | • Patient Navigators |
| • Care Coordinators | • Physicians |
| • Case Managers | • Psychiatry |
| • Certified Nurse Midwives | • Referral Coordinators |
| • Dieticians | • Registered Nurses |
| • Genetic Councilors | • Social Workers |
| • Health Educators | |

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Develops and maintains a caseload of patients based on practice goals and objectives.	Time %	Relative Importance
		30%	5

Task #1: Assesses, diagnoses, treats, and educates patients.			
Task #2: Documents information in patient's chart regarding assessment, diagnosis, treatment, and education.			
Task #3: Refers to appropriate specialist, as needed.			
Task #4: Provides verbal and/or written information regarding treatment regimens in language that is understandable and appropriate for the patient and/or caregiver.			
Task #5: Serves as a credible, knowledgeable educational resource for the patient, family, community and other healthcare professionals.			
Responsibility B:	Demonstrates commitment to team, flexibility, professional interpersonal, communication, critical thinking, and customer service skills.	Time % 5%	Relative Importance 5
Task #1:	Demonstrates positive and effective interpersonal skills when dealing with patients/families, visitors, peers, and other health care team members.		
Task #2:	Serves as a patient/family advocate while caring for patients and collaborating with other health care team members.		
Task #3:	Demonstrates the ability to problem solve, identifies appropriate resources, adapt to ongoing change, and handle conflict management with a professional and supportive attitude.		
Task #4:	Maintains confidentiality concerning patient/family issues.		
Task #5:	Ensures and participates in ongoing communication with other health care team members in order to enhance patient-centered care and facilitate The Center operations.		
Responsibility C:	Facilitates proper billing.	Time % 5%	Relative Importance 4
Task #1: Records diagnosis/CPT in an accurate, timely manner to ensure prompt posting of charges per practice protocol.			
Task #2: Documents information in patient's chart regarding assessment, diagnosis, treatment, and education.			
Task #3: Acts as a good steward of funds available for patient care.			
Responsibility D:	Participates team based approach and quality improvement strategies.	Time % 15%	Relative Importance 5

Task #1: Participates in daily team huddles and provides input to address patient care issues or operational concerns.

Task #2: Leads OB/Gyn practice meetings, understanding relevant practice issues and developing the agendas.

Task #3: Participates in and leads quality improvement projects.

Task #4: Embraces a team based, family centered approach to care and treatment.

Task #5: Leads hospital care and serves as a representative of our practice at the delivery hospital.

Responsibility E:	Educates Medical Students and Residents	Time %	Relative Importance
		5%	5
<p>Task #1: Educates medical students on the basics of obstetric care, including but not limited to: taking an appropriate history, performing a physical examination, developing a differential diagnosis, implementing a treatment plan, and providing culturally sensitive care.</p> <p>Task #2: Educates residents on the specific details of holistic ob/gyn care. Works with residents on developing a team based approach to care.</p> <p>Task #3: Models a team based, family centered approach to care and treatment in a flexible, culturally sensitive environment.</p> <p>Task #4: Liaison to medical student and resident offices regarding learners schedules, curriculum and performance.</p>			
Responsibility F:	Supervisory and Administrative responsibilities	Time %	Relative Importance
		40%	5
<p>Task #1: Leads change in the Center for Children and Women at Greenspoint to ensure the highest quality patient centered care at all times.</p> <p>Task #2: Supervises all Obstetric providers, maintains their performance management reviews, follows up on any issues involving the providers</p> <p>Task #3: Partners with Practice Leader to ensure operational excellence and a consistent high quality patient experience.</p> <p>Task #4: Manages staff and providers to ensure each member of the team is working to the top of their license.</p>			

Shared Accountabilities:

- Completes timely performance appraisals for direct reports.
- Assures that new staff attends departmental orientation within 30 days of employment.
- Reports financial performance on a monthly basis.
- Develops and modifies job descriptions as necessary.
- Prepares and submits annual capital and operating budgets.
- Conducts appropriate investigations and follows-up on individual and patient complaints.
- Submits performance planning documents, ongoing planning materials, action plan and department goals.
- Ensures that Texas Medicaid, NCQA and meaningful use requirements specific to the Center are fulfilled but also understand the linkage between the Center's requirements and those of the integrated delivery system.

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	Required for completely satisfactory performance in this job is a fundamental knowledge of pediatric assessment and treatment. Also required is knowledge of related OSHA, CLIA and JCAHO guidelines and requirements, and confidentiality.
Skills	Required for completing satisfactory performance in this job is the ability to assess, diagnose and develop treatment plans for patients. Proficiency in clinical procedures as defined by credentialing.
Formal Education and Experience	The formal education normally associated with complete satisfactory performance in this job is graduation with a medical degree and completion of a Residency in Obstetrics and Gynecology. Current license as a MD from Texas State Board of Medical Examiners is required. Must be board certified or eligible to sit for the American Board of Obstetrics and Gynecology examination. Two years' experience in a leadership role is preferred.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual healthcare working conditions associated with this job.

JOB DESCRIPTION**CURRENT AS OF: 1/1/2013****JOB TITLE:** Patient Access Specialist (The Center)**JOB CODE:** 0155**ORGANIZATIONAL UNIT:** Texas Children's Health Plan | The Center**SUPERVISOR'S TITLE:** The Center Practice Leader**FLSA STATUS:** Non-exempt**GENERAL SUMMARY**

PURPOSE: To provide assistance within a comprehensive guest services program that helps meet the unique needs of members and families at The Center, to include appointment assistance, directions, transportation, and problem resolution. To manage and respond to all customer inquiries regarding member accounts and to ensure appropriate issue resolution. To manage The Center's self-pay accounts receivables to ensure continuity of cash flow and the collection of all funds (co-pay or self-pay) with efficient account resolution.

POLICY SETTING RESPONSIBILITIES: No policy-setting responsibilities.

DECISION-MAKING AUTHORITY: Routine decisions include addressing basic and complex customer service issues and making the appropriate payment arrangements with guarantors, deciding whether a verbal or written response to a customer inquiry is warranted, making appropriate referrals for possible Charity review and calculating appropriate discount or contractual adjustments when appropriate.

SUPERVISORY RESPONSIBILITY: No supervisory responsibility.

PATIENT CARE PROVIDER RESPONSIBILITY: Indirect.

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Provides way finding, general assistance and customer service to all Center patients/families, including TCHP members and families.	Time %	Relative Importance
		10%	5
Task #1:	Greets patients, members, and families upon arrival to The Center and directs them to their destination.		
Task #2:	Informs families of services available within The Center (pediatrics, OB, pharmacy, vision, dental) and contacts appropriate departments to assist families.		
Task #3:	Identifies issues related to lobby experience and provide feedback to leadership.		
Task #4:	Documents and communicates to appropriate staff members, including Care Team leader, issues raised by families.		
Task #5:	Incorporates the concept of care team approach by involving appropriate departmental representatives and resources necessary for effective problem resolution for each patient being seen at the Center.		
Task #6:	Follows up with appropriate manager/director as well as with person making original complaint to be sure that the situation was satisfactorily resolved.		

Responsibility B:	Schedules Appointments.	Time %	Relative Importance
		10%	5
Task #1:	Schedules appointments per practice protocol. Advises Care Team of issues with requests for same day appointments.		
Task #2:	Verifies future appointments per practice protocol. Advises Care Team of issues with no-show patients to facilitate the handling by the Care Team of any problems with patients.		
Task #3:	Demonstrates ability to use judgment when scheduling provider's templates.		
Task #4:	Accommodates walk-ins per practice protocol.		
Task #5:	Accommodates the patient and family per late protocol when necessary.		
Task #6:	Coordinates patient and family visits with multiple department touch-points.		

Responsibility C:	Partnering with Patient and Family to Achieve Appointment Compliance.	Time %	Relative Importance
		10%	5
Task #1:	Investigates family barriers in order to achieve appointment compliance.		
Task #2:	Troubleshoots barriers to improve patient and family access.		
Task #3:	Utilizes customer service training and demonstrates empathy.		
Task #4:	Communicates with the appropriate member of the care team relating to patient and family barriers.		

Responsibility D:	Answers telephone calls, assesses needs and determines appropriate actions for account resolution.	Time %	Relative Importance
		10%	4
Task #1:	Answers telephone calls promptly and courteously and thoroughly assess needs, complaints and/or concerns of the inquirer. Verified via random monitoring of calls, customer feedback and account documentation review.		
Task #2:	Receives an appropriate percentage of the incoming calls and affects appropriate call resolution as demonstrated by monthly productivity reports. Percent of calls will be adjusted based on staffing numbers.		
Task #3:	Performs the necessary investigation and take the appropriate action necessary to resolve an account (i.e. refund requests, review of charges, rebill, courtesy discount or collection of additional funds from the guarantor) and follow up by taking the appropriate action to resolve the account.		
Task #4:	Updates the appropriate systems with comprehensive documentation of all steps taken to resolve the account.		

Responsibility E:	Change Fund Administration	Time %	Relative Importance
		10%	5
Task #1:	Responsible for the safekeeping of the Change Fund for The Center on a daily basis.		
Task #2:	Serves as the change fund custodian by counting the change fund and document in accordance with Texas Children's Policies and Procedures that the fund has been counted at the beginning and end of each business day or shift.		
Task #3:	Handles change fund overages or shortages in accordance with Texas Children's Policies and Procedures.		
Task #4:	Transacts change fund currency exchanges via Treasury Services, bank or armored courier, as approved in advance by Treasury Services.		
Task #5:	Do not commingle change funds with any other type funds.		
Responsibility F:	Patient Receipting and Reconciliation	Time %	Relative Importance
		10%	4

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|-----------------|---|
| Task #1: | Is responsible for receipting patient funds for The Center, as applicable on a daily basis, and in accordance with Texas Children's Policies and Procedures. |
| Task #2: | Is responsible for reconciling funds collected to patient revenue system and preparing deposit package for day's collections in accordance with Texas Children's Policies and Procedures. |
| Task #3: | Hand delivers the deposit package to the Benefits Specialist or The Center Practice Leader for reconciliation or deposit in the safe at the end of each business day or shift for further deposit reconciliation. |
| Task #4: | Ensures cash, checks and credit card documentation is secured at all times in compliance with Texas Children's Policies and Procedures. |

Responsibility G:	Updates, maintains and documents patient account information accurately in the appropriate accounting/billing systems used by TCHP and The Center.	Time % 10%	Relative Importance 4
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| Task #1: | Maintains the accuracy of account information in the appropriate accounting and billing systems. |
| Task #2: | Updates guarantor and patient demographics, insurance information, requests, and payment arrangement information as needed. |
| Task #3: | Documents accounts thoroughly to reflect changes and updates made to the account. . |

Responsibility H:	Actively participates in special assignments, programs, or improvement initiatives with successful outcomes.	Time % 10%	Relative Importance 4
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| Task #1: | Participates in the special assignments, programs, or initiatives relating to departmental performance, observed and documented by The Center Practice Leader. |
| Task #2: | Achieves desired outcomes as identified in assignment, program, or other initiative team goals, as well as individual goals, to achieve performance targets. |

Responsibility I:	Demonstrates commitment to team, flexibility, professional interpersonal, communication, critical thinking, and customer service skills.	Time %	Relative Importance
		20%	5
Task #1:	Demonstrates positive and effective interpersonal skills when dealing with patients/families, visitors, peers, and other health care team members.		
Task #2:	Serves as a patient/family advocate while caring for patients and collaborating with other health care team members.		
Task #3:	Demonstrates the ability to problem solve, identifies appropriate resources, adapt to ongoing change, and handle conflict management with a professional and supportive attitude.		
Task #4:	Maintains confidentiality concerning patient/family issues.		
Task #5:	Ensure and participate in ongoing communication with other health care team members in order to enhance patient-centered care and facilitate The Center operations.		

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	<i>Required for completely satisfactory performance in this job is</i> knowledge of general business office procedures, preferably a staff model HMO setting. Understanding and experience with Medicaid and CHIP.
Skills	<p><i>Required for completely satisfactory performance in this job is</i> the ability to assist a patient/family in renewing or applying for Medicaid and/or CHIP.; knowledge of the Women's Health Insurance Program enrollment process; provide excellent customer service (display telephone etiquette, professional courtesy and customer service skills; excellent verbal and written communication and good listening skills); problem-solving and analytical skills; the ability to use a PC with proficiency in word processing and spreadsheet applications along with the ability to operate general office equipment and a telephone headset.</p> <p><i>Preferred for this job is</i> the ability to speak proficiently in English and Spanish.</p>
Formal Education and Experience	<p><i>The formal education and experience required for completely satisfactory performance in this job is:</i></p> <ul style="list-style-type: none"> • High school diploma or equivalent • Two (2) years customer service or business experience, preferably in healthcare environment. <p><i>The following is preferred:</i></p> <ul style="list-style-type: none"> • A college degree.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual hospital working conditions associated with this job.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Tangula Taylor

TITLE: Director, Business Development/Community Initiatives

LEADERSHIP JOB DESCRIPTION**CURRENT AS OF:** 3/1/2014

JOB TITLE: The Center Practice Leader – Pediatrics & OB (The Center)

JOB CODE: 0156

ORGANIZATIONAL UNIT: TCHP | The Center for Children and Women

SUPERVISOR'S TITLE: Assistant Director of Business Operations/Strategic Planning

FLSA STATUS: Exempt

GENERAL SUMMARY

PURPOSE: To direct, supervise and coordinate the overall operations of a practice and its services as well as to advise, coach and mentor practice staff.

POLICY SETTING RESPONSIBILITIES: Formally responsible for making recommendations regarding policies associated with the job's purpose and essential responsibilities.

DECISION-MAKING AUTHORITY: Routine decisions include independently addressing issues at the site specific Center level.

SUPERVISORY RESPONSIBILITY: Formally responsible for supervising approximately 25-30 practice clinical and non-clinical staff.

PATIENT CARE PROVIDER RESPONSIBILITY: Indirect.

KEY ACCOUNTABILITIES

Accountability A:	Assists the physician medical site leaders to ensure efficient day-to-day operations, including but not limited to managing any required accounting, payroll, billing, inventory or patient relations needs.	Weighting 15%
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Accountability B:	Utilizes data from multiple sources and collaborates with physician medical site leaders and other physician partners accountable for leading and driving quality outcomes by acting as a change agent for simple to complex Center-wide processes to facilitate enhanced performance improvement.	Weighting 20%
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Accountability C:	Supports regulatory compliance by agencies such as HHSC, TDI, CLIA, and others by ensuring that self and staff adhere to Texas Children's, Texas Children's Health Plan and The Center policies and procedures.	Weighting 10%
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Accountability D:	Demonstrates financial stewardship by monitoring general activities, appropriate staffing levels, and supply utilization and making necessary adjustments for appropriate cost containment and/or revenue enhancements with the goal of meeting or exceeding the budgeted operating margin for The Center.	Weighting 15%
Accountability E:	Delivers timely and relevant information concerning The Center for Children and Women to internal and external audiences. Collaborates with others across the Texas Children's system to drive positive outcomes for The Center and/or the organization.	Weighting 10%
Accountability F:	Demonstrates commitment to patients, families, and team, by exercising and expecting excellence in interpersonal communication, critical thinking, and customer service skills. Drives towards excellence in delivering outstanding patient and family experience as evidence by greater than or equal to 90% overall average patient satisfaction scores.	Weighting 20%
Accountability G:	Creates a healthy workplace environment by focusing on activities that will foster employee engagement and promote employee retention.	Weighting 10%
Shared Accountabilities:	<ul style="list-style-type: none"> • Completes timely performance appraisals for direct reports • Assures that new staff attends hospital orientation within 30 days of employment • Assures that new staff attends departmental orientation within 30 days of employment • Reports financial performance on a monthly basis • Develops and modifies job descriptions as necessary • Prepares and submits annual capital and operating budgets • Conducts appropriate investigations and follows-up on individual and patient complaints • Submits performance planning documents, ongoing planning materials, action plan and department goals <p>Strives to achieve the goal of accreditation through the following:</p> <ul style="list-style-type: none"> • Ensures that NCQA requirements specific to the department are fulfilled and understands the linkage between departmental requirements and those of the overall organization. • Collaborates with colleagues in other departments to ensure all NCQA or other certification (CLIA, COLA) requirements are met. 	

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	Required for completely satisfactory performance in this job is knowledge of general office tasks, confidentiality, medical terminology, CPT coding, finance, administration, managerial principals, human resources, risk management, performance improvement, HHSC, TDI, CLIA, OSHA, practice operations, managed care and the Healthcare environment.
Skills	Required for completely satisfactory performance in this job is the ability to communicate effectively, use a personal computer, a billing system and general office machine. Microsoft Office Suite Productivity Tools proficiently. Preferred for this job is the ability to speak proficiently in English and Spanish.
Formal Education and Experience	The formal education and experience required for completely satisfactory performance in this job is: <ul style="list-style-type: none"> • Bachelor's degree (four additional years of experience may be substituted for Bachelor's degree) • Two years of supervisory experience. The following is preferred: <ul style="list-style-type: none"> • Certification in practice management • Clinical Practice Management experience.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual hospital working conditions associated with this job.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Tangula Taylor

TITLE: Director, Business Development/Community Initiatives

STAFF JOB DESCRIPTION

CURRENT AS OF: 3/4/16

JOB TITLE: Senior Financial Analyst

JOB CODE: 0074

ORGANIZATIONAL UNIT: TCHP

SUPERVISOR'S TITLE: Finance Manager

FLSA STATUS: Exempt

GENERAL SUMMARY

PURPOSE: To assist in maintaining the financial and statistical records of the Health Plan, ensuring that executives, management and the Board can continuously measure Health Plan performance relative to its goals and strategies

POLICY SETTING RESPONSIBILITIES: none

DECISION-MAKING AUTHORITY: Routine decision making involving calculations, document preparation and business process implementation

SUPERVISORY RESPONSIBILITY: No formal supervisory responsibility

PATIENT CARE PROVIDER RESPONSIBILITY: None

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Resolve operational issues within the Finance department, TCHP and Texas Children's	Time % 40%	Relative Importance 5
Task #1	Ensure that payments to vendors are made in a timely manner. Also ensure that payments owed to TCHP are collected and recorded accurately		
Task #2	Provide accurate and timely communication to stakeholders. This requires informing other members of the Finance department as well as other Texas Children's departments and outside parties about relevant activities within the Finance department		
Task #3	Identify and retrieve information required for decision making within the Finance department or the larger organization. Locate necessary information by utilizing new and existing contacts throughout Texas Children's and its vendors		
Task #4	Anticipate and resolve potential "bottlenecks". Actively promote time- or money- saving ideas		
Task #5	Maintain an open door policy to all information requests and complaints directed towards the Finance department.		

Responsibility B:	Produce regular and accurate management reporting	Time % 20%	Relative Importance 5
Task #1	Prepare presentation materials summarizing the financial performance of TCHIP for distribution to management and the Board of Directors.		
Task #2	Prepare new financial analysis on topics related to TCHIP on an as needed basis		
Task #3	Determine what financial analysis should be performed to accurately present the financial performance of TCHIP.		

Responsibility C:	Develop and revise business processes and maintain the related documentation	Time % 20%	Relative Importance 5
Task #1	Identify existing and emerging business processes issues within the Finance department. Then formulate thorough and executable solutions		
Task #2	Maintain business processes documentation including policy documents and procedure documents/narratives. As needed, work with relevant parties to draft new procedure documents and revise existing procedure documents		
Task #3	Communicate policies and procedures to relevant parties		

Responsibility D:	Prepare reports and analysis required for financial reporting and/or regulatory purposes	Time % 10%	Relative Importance 3
Task #1	Provide limited assistance with the production of journal entries and financial statements.		
Task #2	Prepare documents and schedules as assigned for internal, financial or regulatory audits.		
Task #3	Research and respond to inquiries from internal and external auditors.		
Task #4	Prepare documents and schedules as assigned for required regulatory filings.		

Responsibility E:	Other assistance as needed to ensure successful departmental and Health Plan operations	Time % 10%	Relative Importance 3
Task #1	Research and respond to inquiries from management and other departments		
Task #2	Participate and contribute to non-routine projects and assignments		
Task #3	Work closely with fellow employees, management, and others to identify emerging opportunities		
Task #4	Facilitate and participate in cross-training. Learn new skills and adapt work habits to respond to variations in the flow of business		

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	Required for completely satisfactory performance in this job is knowledge of accounting and financial principals as well as managed care and governmental medical coverage operating principles, or the ability to learn required information quickly.
Skills	Required for completely satisfactory performance in this job is the ability to learn new skills, software tools, and work processes. The job requires strong accounting and analytical skills; computer skills, including word processing, spreadsheets, and other data utilization techniques; strong organizational and planning skills; excellent communication and strong writing skills; and creative aptitude and presentation skills.
Formal Education and Experience	The formal education and/or experience required for completely satisfactory performance in this job are: <ul style="list-style-type: none"> • Bachelor's degree in accounting, finance, business administration, or a related discipline from an accredited university. • A minimum of three years of accounting or analytical work experience.

WORKING CONDITIONS

There are no conditions which differ from the normal office work environment.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Anna Mateja

TITLE: Chief Financial Officer

NAME:

TITLE:

JOB DESCRIPTION**CURRENT AS OF: 08/01/2015**

JOB TITLE: Staff Nurse – Obstetrics (The Center)

JOB CODE: 0194

ORGANIZATIONAL UNIT: TCHP The Center

SUPERVISOR'S TITLE: Patient Experience Leader -Obstetrics, Director of Business Development / Community Initiatives

FLSA STATUS: Non-exempt

GENERAL SUMMARY

PURPOSE: To provide direct and telephone nursing care, health teaching, patient advocacy, supervision and coordination of care given by others, and the coordination of services required for patients.

POLICY SETTING RESPONSIBILITIES: Responsible for providing input into policies associated with the job's purpose and essential responsibilities.

DECISION-MAKING AUTHORITY: Routine decision-making associated with the job's purpose and essential responsibilities.

SUPERVISORY RESPONSIBILITY: No formal supervisory responsibility.

PATIENT CARE PROVIDER RESPONSIBILITY: Direct.

ESSENTIAL RESPONSIBILITIES

Responsibility A:	Assist with the collection of patient/family data.	Time %	Relative Importance
		10%	5
Task #1:	Assists in the collection of patient/family data that may include biophysical, psychosocial, developmental, cultural, and environmental information per practice protocol.		
Task #2:	Collects and documents vital signs including fetal height and fetal heart rate, height/weight and reason for visit.		
Task #3:	Documents current medications, allergies and other information per practice protocol. Confirms that refills have been obtained—if not, trouble shoots barriers and if refills are needed today, notifies pharmacy.		
Task #4:	Informs family of their "care plan" for this particular visit to The Center. Anticipates any needs the family may have during their stay. Determines if the family has other needs that are not currently addressed in today's care plan. If so, revise plan along with provider to address these needs. Works with other care team members to assist patient in meeting identified goals or revision of goals in care plan depending on information obtained during the visit.		
Responsibility B:	Assesses patient with input from patient/family and provides general	Time %	Relative Importance

patient care.		15 %	5
Task #1:	Collects and analyzes data from the medical record in order to coordinate patient care.		
Task #2:	Analyzes situations, anticipates potential problem, and detects changes in patient status.		
Task #3:	Identifies patient's needs pertaining to patient teaching, discharge planning, growth and development, nutritional screening, functional status, and pain management.		
Task #4:	Prepares patient for examination.		
Task #5:	Assists provider, as directed, during treatments, examinations and testing within scope of position.		
Task #6:	Completes treatments as directed by provider and within scope of position.		
Task #7:	Discusses the patient's plan of care with the patient, family, and/or significant individuals and documents in the medical record as appropriate. Brings in other members of the care team as needed to foster patient center approach to care.		
Task #8:	Assists patient/family in implementing their role in the plan of care as appropriate.		
Task #9:	Documents all interventions.		
Task #10:	Communicates and collaborates with Referral Coordinator to establish referrals for continued patient care.		
Task #11:	Calls in prescription refills as directed by provider and per appropriate protocol.		
Task #12:	Takes messages and returns calls from patients and parents – offers telephone advice per practice protocol and under provider's direction.		

Responsibility C:	Assesses patient and provides specialty-specific care	Time %	Relative Importance
		15%	4
Task #1:	Assess patient and/or family for knowledge of NST procedure and testing rationale and explain any identified need.		
Task #2:	Assess gestational age, fetal position(s) by Leopold's maneuvers.		
Task #3:	Palpate uterus and assess uterine activity.		
Task #4:	Performs antenatal testing including non-stress tests and biophysical profiles as permitted by practice scope and certification.		
Task #5:	Provides initial assessment of antepartum testing and interpretation within practice scope and certification.		
Task #6:	Performs assessments, including examination and testing, for obstetric complaints including labor within the scope of position.		
Task #7:	Reviews protocols annually and provides input into necessary revisions.		
Responsibility D:	Implements and evaluates plan of care.	Time %	Relative Importance
		10%	5
Task #1:	Analyzes situations and anticipates problems.		

Task #2:	Implements therapeutic intervention/assessment procedures.
Task #3:	Provides care consistent with policies and procedures, demonstrated competencies, and with consideration given to risk management and infection control practices.
Task #4:	Administers medication as directed by provider and appropriate policies and procedures.
Task #5:	Documents administration of medication and evaluates and documents the patient's response to the medication in the medical record.
Task #6:	Documents adverse reactions to medications per policy and procedure.
Task #7:	Notifies Practice Manager, or designee, of needed medication and supplies weekly.
Task #8:	Maintains integrity of medication supplies by following Infection Control and inventory control guidelines.
Task #9:	Evaluates and documents patient responses to care provided and recognizes the patient's progress towards meeting desired outcomes

Responsibility E:	Assists with education of patient/family	Time %	Relative Importance
		10%	4
Task #1:	Provides patient/family education as instructed by the provider or practice protocol.		
Task #2:	Identifies actual/potential barriers to learning (emotional, physical, cognitive, etc.) and utilizes teaching strategies and materials as appropriate to the learning ability of the patient/family.		
Task #3:	Documents such education in the medical record.		

Responsibility F:	Triages patients	Time %	Relative Importance
		10%	4
Task #1:	Triages presenting patient complaint per practice protocol.		
Task #2:	Triages phone calls per practice protocol and documents telephone calls.		
Task #3:	Responds appropriately in emergency situations per practice protocol.		
Task #4:	Reviews protocols annually.		

Responsibility G:	Collects Specimens and Performs Laboratory Test	Time %	Relative Importance
		10%	5
Task #1:	Verifies provider order and patient per practice protocol.		
Task #2:	Collects and processes specimen according to manufacturer's instructions and using proper technique.		
Task #3:	Processes specimens according to manufacturer instructions.		
Task #4:	Follows practice protocol in reporting and documenting results.		

- Task #5:** Performs and documents scheduled quality control, instrument maintenance and calibration procedures according to manufacturer information.
- Task #6:** Maintains and prepares reagents appropriately and performs and documents required reagent checks, including monitoring of expiration dates.
- Task #7:** Takes appropriate action and document out of control values per manufacturer guidelines.
- Task #8:** Troubleshoots and documents instrument problems and makes minor adjustments, when applicable, by consulting instrument manual and the appropriate technical support service.
- Task #9:** Participates in quarterly proficiency testing program.
- Task #10:** Maintains records of proficiency results.
- Task #11:** Communicates any quality control issues, proficiency issues and/or instrument failures to Lab Medical Director and Operations Support Leader as they occur.
- Task #12:** Coordinates with outside lab by verifying where patient is to go for lab and documents per practice protocol.
- Task #13:** Directs patient to approved lab if specimen is not to be obtained in practice.
- Task #14:** Ensures outside laboratory specimen is collected and sent per practice and lab protocols.
- Task #15:** Assures results are received and provider is notified of results.
- Task #16:** Assures Superbill reflects test performed.
- Task #17:** Notifies Operations Support Leader, or designee, of needed laboratory supplies weekly.
- Task #18:** Assures compliance with regulatory requirements, i.e. CLIA, OSHA, TDI, NCQA

Responsibility H:	Acts as Team Leader for Obstetrics Clinic	Time %	Relative Importance
		10%	5
Task #1: Assesses the staffing needs of the needs of the clinic during their shift and makes recommendations to the Practice Leader and Medical Site Leader as appropriate.			
Task #2: Manages the workflow of patients including triage, nurse visits, antepartum testing, ultrasound, genetic counseling, and annual office visits, Centering Pregnancy groups, new OB and return OB visits.			
Task #3: Assists in the coordination of visits with multiple services including community benefits, health education, and nutrition.			
Task #4: Provides leadership to and acts as a resource for the other team members including the medical assistants.			
Task #5: Coordinates the transport of patients to other facilities as directed by the provider including contacting the ambulance service, preparing necessary transport documentation and providing report.			
Task #6: Leads supply management in the clinic, identifies and orders supplies and medications as needed.			

Responsibility I:	Demonstrates commitment to team, flexibility, professional interpersonal, communication, critical thinking, and customer service skills.	Time %	Relative Importance
		10%	5
Task #1:	Demonstrates positive and effective interpersonal skills when dealing with patients/families, visitors, peers, and other health care team members.		
Task #2:	Serves as a patient/family advocate while caring for patients and collaborating with other health care team members.		
Task #3:	Demonstrates the ability to problem solve, identifies appropriate resources, adapt to ongoing change, and handle conflict management with a professional and supportive attitude.		
Task #4:	Maintains confidentiality concerning patient/family issues.		
Task #5:	Ensures and participates in ongoing communication with other health care team members in order to enhance patient-centered care and facilitate The Center operations.		

REQUIRED KNOWLEDGE AND SKILLS

COMPONENT	DESCRIPTION
Knowledge	<i>Required for completely satisfactory performance in this job</i> is a fundamental knowledge of adult female assessment and treatment with special emphasis on pregnancy and postpartum. Also required is knowledge of related OSHA, CLIA and any other applicable guidelines or requirements, general office tasks, confidentiality and filing system.
Skills	<p><i>Required for completely satisfactory performance in this job</i> is the ability to demonstrate and perform generic and unit-based/critical competencies including the specific care of age and diagnosis appropriate patients; positive interpersonal skills; utilize time and resources in a cost effective manner; flexibility; good verbal and written communication skills; delegation; operate basic medical equipment; perform and analyze basic point of care studies; utilize a personal computer to include word processing and basic office equipment.</p> <p><i>Preferred for this job</i> is the ability to speak proficiently in English and Spanish.</p>
Formal Education and Experience	<p><i>The formal education and experience required for completely satisfactory performance in this job is:</i></p> <ul style="list-style-type: none"> • High school graduate, GED or equivalent • Graduation from an accredited school of Nursing • Current license or permit to practice nursing in the State of Texas by the following accrediting organization: RN http://www.bne.state.tx.us/ • Previous experience with Obstetric patients. <p><i>The following is preferred:</i></p> <ul style="list-style-type: none"> • Previous ambulatory experience • Current CPR certification. • Prior leadership experience.

WORKING CONDITIONS

With proper safety precautions taken, there are no unusual hospital working conditions associated with this job.

The above statements are intended to describe the essential responsibilities being performed by people assigned to this job. They are not intended to be an exhaustive list of the responsibilities assigned to these people.

APPROVED BY

NAME: Tangula Taylor

TITLE: Director, Business Development/Community Initiatives

3.8.1.6 Section 6 HUB SUBCONTRACTING PLAN (HSP)

Legal Business Name of Respondent: Texas Children's Health Plan – The Center for Children and Women

Introduction:

The Center has developed its Historically Underutilized Business Subcontracting Plan (HSP) in accordance with the requirements set forth in RFP No. 529-16-0094, Section 4. As reflected in the HSP and supporting documentation, The Center has complied with all of the necessary requirements to demonstrate a "Good Faith" effort to contract with potential HUB subcontractors.

Subcontracting Opportunities Identified:

The Center strongly supports and endorses the effort by the Health and Human Services Commission to provide full and equal opportunity for HUB subcontractors. As a result, four subcontracting opportunities were identified for the The Center. Those opportunities include:

1. Member Satisfaction Surveys
2. Personnel/Temporary Staffing
3. Translation Services
4. Transportation

HUB Selection Process:

For each of the identified subcontracting opportunities, The Center sought to select the most qualified and best value for those subcontractors that responded to the request. Searches were conducted on the CPA's Centralized Master Bidders List to identify certified HUB vendors. As a result, The Center submitted written notices to twelve individual HUB vendors relating to the four subcontracting opportunities. This was in addition to submitting written notification to two minority trade organizations for each of the four subcontracting opportunities. Written responses to the notifications were received which consisted of responses from a total of two HUB vendors. As reflected in our HSP, one of the HUB vendors that responded did not have the necessary qualifications to provide the services required by The Center. The other HUB vendor that responded was selected by The Center to provide temporary staffing services under this RFP.

Order of Documentation:

The Center has included the following documentation for review by HHSC demonstrating the organization's "Good Faith" effort towards providing fair and equal opportunity for Historically Underutilized Businesses to partner with our company in providing services for the Texas Healthy Women's program. The documentation has been attached as follows:

- HUB Participation Narrative
- HUB Subcontracting Plan (HSP) Form
- Notifications Sent to Individual HUB Vendors for Subcontracting Opportunities 1 through 4
- Notifications Sent to Two Minority Trade Organizations

- Communication Log (detailing all communications with HUB subcontractors)

Conclusion:

The Center is committed to supporting diversity and opportunity in all aspects of our business and as such, submits this HSP to that end. We will continue to work towards increasing HUB utilization as additional subcontracting opportunities arise.



HUB Subcontracting Plan (HSP)

Rev. 09/15

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Texas Children's Health Plan - The Center for Children and Women State of Texas VID #: 46-1392824
 Point of Contact: Lisa Hollier, MD Phone #: 832-828-1543
 E-mail Address: lmhollier@txaschildrens.org Fax #: 832-825-9461
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: 04/27/2016
 (mm/dd/yyyy)

Enter your company's name here Texas Children's Health Plan - The Center for Children and Women Requisition # 529-16-0094

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SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions.

☒ - Yes: I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - No: I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years	Percentage of the contract expected to be subcontracted to non-HUBs
1	Member Satisfaction Surveys	0 %	0 %	3.0 %
2	Personnel/Temporary Staffing	4.1 %	0 %	0 %
3	Translation Services	0 %	0 %	2.4 %
4	Transportation Services	0 %	0 %	.1 %
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		4.1 %	0 %	5.5 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes: If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No: (If No, continue to Item d. of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - Yes: (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No: (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Texas Children's Health Plan - The Center for Children and Women

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Enter your company's name here. Texas Children's Health Plan - The Center for Children and Women Requisition #: 529-16-0094

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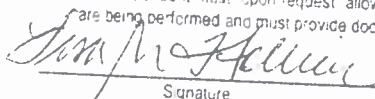
SECTION-3 SELF PERFORMING JUSTIFICATION

(If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that: I awarded any portion of the requisition

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/proc/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

Lisa Hollier, MD
Printed Name

Medical Director, OB/GYN
Title

4/19/2016
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Member Satisfaction Surveys

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcomsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Customer Research International	1742911623300	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Bloom Communications	1271560790400	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Galloway Research Service, Inc.	1741559479900	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List **two (2)** trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 Description: Member Satisfaction Surveys

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/txasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
SPH Analytics	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	46-4593394	\$ 35,406	3.0 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

The Center as an NCQA certified provider, must meet certain requirements in order to maintain its accreditation. The only Texas certified HUB vendor that responded to the RFP was Bloom Communications. This vendor did not meet the minimum requirements, one of which is that the vendor must also be NCQA certified. The contract will be awarded to non HUB vendor, SPH Analytics since they are certified by NCQA and meet the other minimum requirements.

REMINDER: As specified in **SECTION 4** of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Texas Children's Health Plan - The Center for Children and Women

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McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:46 PM
To: 'Michelle Vrudhula'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB.Member Surveys.docx

Customer Research International
Michelle Vrudhula
Vice President

Dear Ms. Vrudhula:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:			
2. Address:			
3. Contact Name and Title:			
4. Phone & Fax Number:	7. Email Address:		
5. Federal Tax ID Number:	8. HUB ID Number:		
6. Number of Employees:	9. Years in Business:		
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____			
11. Indicate the subcontracted service your organization is interested in: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services </td> </tr> </table>		<input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
<input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services		
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.			
A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>			

- B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

- C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



Member Satisfaction Surveys and Analytics

Description of scope of work to be subcontracted:

The scope of work to be provided for this subcontracting opportunity includes the administration of member satisfaction surveys. Selection of a statistically valid semi-randomized sample of members will be selected and interviewed.

Subcontractor requirements for providing these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must be NCQA Certified
- Subcontractor must be able to support mail and telephonic surveys
- Subcontractor must be able to conduct surveys in Spanish and English
- Subcontractor must have a web portal for the client to log-in and view data snapshots that are in easy to read user friendly formats
- Available data must be relevant from a timing perspective to allow for timely interventions, if needed
- Subcontractor must be able to respond to various data requests, e.g. "What percentage of patients whose primary language is Spanish responded to the survey?"
- Subcontractor must produce an adequate sample size (min of n=30) for each provider
- Subcontractor must be able to provide monthly patient satisfaction data at the practice level
- Subcontractor must be able to provide quarterly patient satisfaction data at the practice level and individual provider level
- Subcontractor must be able to provide an annual patient satisfaction report
- Subcontractor must be able to display data with the following segments:
 - Each individual clinic
 - Each service line, e.g. OB as a roll up across all clinics
 - Each practice location
 - Complete roll up as The Center for Children and Women
- Subcontractor must have a minimum of 10 years in providing telephonic/mail survey and analytic services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021



**Texas Children's
Health Plan**

The best decision a family can make

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

Texas Children's Health Plan - The Center for Children and Women

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McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:48 PM
To: 'brianna@bloom-comm.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB Member Surveys.docx

Bloom Communications
Ms. Brianna McKinney

Dear Ms. McKinney:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document. A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



Member Satisfaction Surveys and Analytics

Description of scope of work to be subcontracted:

The scope of work to be provided for this subcontracting opportunity includes the administration of member satisfaction surveys. Selection of a statistically valid semi-randomized sample of members will be selected and interviewed.

Subcontractor requirements for providing these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must be NCQA Certified
- Subcontractor must be able to support mail and telephonic surveys
- Subcontractor must be able to conduct surveys in Spanish and English
- Subcontractor must have a web portal for the client to log-in and view data snap shots that are in easy to read user friendly formats
- Available data must be relevant from a timing perspective to allow for timely interventions, if needed
- Subcontractor must be able to respond to various data requests, e.g. "What percentage of patients whose primary language is Spanish responded to the survey?"
- Subcontractor must produce an adequate sample size (min of n=30) for each provider
- Subcontractor must be able to provide monthly patient satisfaction data at the practice level
- Subcontractor must be able to provide quarterly patient satisfaction data at the practice level and individual provider level
- Subcontractor must be able to provide an annual patient satisfaction report
- Subcontractor must be able to display data with the following segments:
 - Each individual clinic
 - Each service line, e.g. OB as a roll up across all clinics
 - Each practice location
 - Complete roll up as The Center for Children and Women
- Subcontractor must have a minimum of 10 years in providing telephonic/mail survey and analytic services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021



**Texas Children's
Health Plan**

The best decision a family can make.

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:50 PM
To: 'egalloway@gallowayresearch.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB Member Surveys.docx

Galloway Research Service, Inc.
Ms. Elisa Galloway

Dear Ms. Galloway:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years In Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document. A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



Member Satisfaction Surveys and Analytics

Description of scope of work to be subcontracted:

The scope of work to be provided for this subcontracting opportunity includes the administration of member satisfaction surveys. Selection of a statistically valid semi-randomized sample of members will be selected and interviewed.

Subcontractor requirements for providing these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must be NCQA Certified
- Subcontractor must be able to support mail and telephonic surveys
- Subcontractor must be able to conduct surveys in Spanish and English
- Subcontractor must have a web portal for the client to log-in and view data snap shots that are in easy to read user friendly formats
- Available data must be relevant from a timing perspective to allow for timely interventions, if needed
- Subcontractor must be able to respond to various data requests, e.g. "What percentage of patients whose primary language is Spanish responded to the survey?"
- Subcontractor must produce an adequate sample size (min of n=30) for each provider
- Subcontractor must be able to provide monthly patient satisfaction data at the practice level
- Subcontractor must be able to provide quarterly patient satisfaction data at the practice level and individual provider level
- Subcontractor must be able to provide an annual patient satisfaction report
- Subcontractor must be able to display data with the following segments:
 - Each individual clinic
 - Each service line, e.g. OB as a roll up across all clinics
 - Each practice location
 - Complete roll up as The Center for Children and Women
- Subcontractor must have a minimum of 10 years in providing telephonic/mail survey and analytic services

Information regarding the location to review project plans or specifications:

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Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021



**Texas Children's
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The best decision a family can make

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-subcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Personnel / Temporary Staffing

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter leading zeroes to the VID number)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
JWS Health Consultants, Inc.	1760244559900	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Elite Personnel Consultants, Inc.	1742632901100	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
CB Global Solutions, Inc.	1320383080900	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/tmwb-links-1>.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 05/16

Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 Description: Personnel / Temporary Staffing

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cna.state.tx.us/cnaassemblysearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB <input type="checkbox"/> - Yes <input type="checkbox"/> - No	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not have their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Physician Resources, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760329606600	\$48,053	4.1 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Not applicable - Texas certified HUB vendor was selected

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:44 PM
To: 'jws@ultrastaff.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB Recruitment Locum.docx

JWS Health Consultants
Ms. Jolyn Scheirman

Dear Ms. Scheirman:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document. A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____. If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



Recruitment and Temporary Staffing

Description of scope of work to be subcontracted:

The scope of work for providing recruitment and temporary staffing solutions includes supplying temporary staffing and staff augmentation for obstetric and gynecological MD positions needed to meet locum tenens responsibilities under the Texas Healthy Women program.

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing recruitment services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide obstetrician/gynecologists with at least 5 years of recent experience
- Subcontractor must provide opportunities for interview prior to placement
- Subcontractor must handle all licensing, credentialing and travel-related details
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees



**Texas Children's
Health Plan**

The best decision a family can make

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.

Finance Department – N88302

P.O. Box 301011

Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:42 PM
To: 'wendysc@HRnetConnection.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB Recruitment Locum.docx

Elite Personnel Consultants, Inc.
Ms. Wendy Chance

Dear Ms. Chance:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.	
A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:	Printed Name:
Title:	Date:



**Texas Children's
Health Plan**

The best decision a family can make

Recruitment and Temporary Staffing

Description of scope of work to be subcontracted:

The scope of work for providing recruitment and temporary staffing solutions includes supplying temporary staffing and staff augmentation for obstetric and gynecological MD positions needed to meet locum tenens responsibilities under the Texas Healthy Women program.

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing recruitment services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide obstetrician/gynecologists with at least 5 years of recent experience
- Subcontractor must provide opportunities for interview prior to placement
- Subcontractor must handle all licensing, credentialing and travel-related details
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees



**Texas Children's
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Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:40 PM
To: 'priorityclc@gmail.com'
Subject: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB Recruitment Locum.docx

CB Global
Cynthia Beard, RN, BSN, MPA

Dear Ms. Beard:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094) . As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document. A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



Recruitment and Temporary Staffing

Description of scope of work to be subcontracted:

The scope of work for providing recruitment and temporary staffing solutions includes supplying temporary staffing and staff augmentation for obstetric and gynecological MD positions needed to meet locum tenens responsibilities under the Texas Healthy Women program.

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing recruitment services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide obstetrician/gynecologists with at least 5 years of recent experience
- Subcontractor must provide opportunities for interview prior to placement
- Subcontractor must handle all licensing, credentialing and travel-related details
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees



**Texas Children's
Health Plan**

The best decision a family can make.

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.



Subcontractor HUB Opportunity Form
RFP – STAR Kids No. 529-13-0071

1. Legal Company Name: Physician Resources, Inc.	
2. Address: 1818 Memorial, Suite 200, Houston, TX 77007	
3. Contact Name and Title: Rebecca Orzabal, Director of Operations	
4. Phone & Fax Number: 713-522-5355/713-861-3303	7. Email Address: rebecca@physicianresources.com
5. Federal Tax ID Number: 76-0329606	8. HUB ID Number: 1760329606600
6. Number of Employees: 5 Staffers/Recruiters	9. Years in Business: 28 Years, since 1988
10. Check all that apply: Small Business Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Minority Owned Business Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Woman Owned Business Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input checked="" type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.	
<p>A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u></p> <p>In 1996, PRI Physician Resources, Inc. signed its first contract with Texas Children's Pediatrics Associates.</p> <p>Physician Resources, Inc. currently staffs for multiple Texas Children's Hospital (TCH) facilities and has done so prior to 2007. Our current contract was signed in 2007 and multiple Amendments have been added to the original contract since that date.</p> <p>Physician Resources, Inc. is currently staffing the Texas Children's Hospital facility, "The Center For Children and Women "CCW" with obstetrical and gynecologic al services, as specified in this RFP.</p>	

Attachment 4.2.5: HUB Subcontracting Plan (HSP)

- B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

Almost all of the clients of Physician Resources, Inc. accept Medicaid and CHIP population patients. Therefore the Physician Resources, Inc. physicians are accustomed to and have experience Working with this population.

The contract with Texas Children's Hospital is evidence of this experience.

- C. Describe any experience working as a subcontractor providing similar services.

In 1996, PRI Physician Resources, Inc. signed its first contract with Texas Children's Pediatrics Associates.

Physician Resources, Inc. currently staffs for multiple Texas Children's Hospital (TCH) facilities and has done so Prior to 2007. Our current contract was signed in 2007 and multiple Amendments have been added to the original contract since that date.

Physician Resources, Inc. is currently staffing the Texas Children's Hospital facility, "The Center For Children and Women "CCW" with obstetrical and gynecologic al services, as specified in this RFP.

Physician Resources, Inc. also staffs multiple specialties, including obstetrical and gynecologic al services, to other clients, and has been doing so since 1988.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes ☒ No ☐

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes ☒ No ☐

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes ☒ No ☐

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes ☐ No ☒ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

Laurie Gutierrez, Manager TCP Float Pool
LTGutier@texaschildrens.org; 832-824-6845
1919 South Braeswood, Suite 5330, Houston, TX 77030

B. Reference 2:

Tangula Taylor, Director of Operations, The Center for Children and Women (CCW)
TLTaylor@texaschildrens.org, 832-828-1540
Greenspoint Office:
7006 North Sam Houston Parkway West, Houston, TX 77067

C. Reference 3:

Jill Frago, Director, TCH Employee Health and Wellness
JLFrigo1@texaschildrens.org, 832-824-2891
6621 Fannin, Suite A, Houston, TX 77030

Additional Comments:

PRI Physician Resources, Inc. is a current vendor to Texas Children's Pediatrics, and has been a vendor since 1996.

PRI Physician Resources, Inc. is a current vendor to Texas Children's Hospital and its multiple entities, and has been a vendor since 2007.

PRI Physician Resources, Inc. is able to staff obstetrical and gynecological services for the Texas Children's Health Plan.

(Please attach a sample of your work if possible)

A copy of the 1996 and 2007 contracts with Texas Children's Hospital entities is attached.

There are Ten (10) Amendments to the 2007 contract, which are not attached.

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:



Printed Name: Jolyn West Scheirman

Title: President

Date: 4/13/2016

Attachment 4.2.5: HUB Subcontracting Plan (HSP)

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1780329506600
File/Vendor Number: 078505
Approval Date: 09-AUG-2012
Scheduled Expiration Date: 09-AUG-2016

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

PHYSICIAN RESOURCES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-SEP-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12

McWhorter, Sharon C.

From: Jolyn Scheirman <jws@ultrastaff.com>
Sent: Wednesday, April 13, 2016 3:07 PM
To: McWhorter, Sharon C.; Rebecca Orzabal
Subject: RE: HUB Subcontracting Opportunity with Texas Children's Health Plan

Sharon,

We hope you get the contract.
If you do, we can definitely help you with the physician staffing.

Sincerely,

Jolyn West Scheirman, MBA, MSN, RN
Certified Personnel Consultant
President
Physician Resources, Inc.
UltraStaff
1818 Memorial Drive
Suite 200
Houston, TX 77007
Telephone: 713-522-7100 x114
Direct: 713-866-8114
Cell: 713-816-6621
Facsimile: 713-522-0744
Online: www.ultrastaff.com
Email: jws@ultrastaff.com



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From: McWhorter, Sharon C. [mailto:scmcwhor@texaschildrens.org]
Sent: Wednesday, April 13, 2016 11:28 AM
To: Jolyn Scheirman
Subject: RE: HUB Subcontracting Opportunity with Texas Children's Health Plan

Jolyn: Thank you so much for sending the information. Great news to hear that you are a HUB vendor and I will pass this information on to those that are making the decision. They will be in touch with you should they have any questions.

Thanks again,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org

From: Jolyn Scheirman [<mailto:jws@ultrastaff.com>]
Sent: Wednesday, April 13, 2016 10:35 AM
To: McWhorter, Sharon C.; Jolyn Scheirman; Rebecca Orzabal
Subject: RE: HUB Subcontracting Opportunity with Texas Children's Health Plan

Dear Ms. McWhorter,

Please find the response of Physician Resources, Inc. to your email dated April 05, 2016 regarding the HUB Subcontracting Opportunity with Texas Children's Health Plan.

Physician Resources, Inc. is a current vendor to multiple Texas Children's Hospital entities and has been so since 1996.

Please let me know if you need any other information from us.

PRI respectfully asks that the contracts and references not be made public information, as per the terms of our contract with Texas Children's Hospitals and its various entities.

Sincerely,

Jolyn West Scheirman, MBA, MSN, RN
Certified Personnel Consultant
President
Physician Resources, Inc.
UltraStaff
1818 Memorial Drive
Suite 200
Houston, TX 77007
Telephone: 713-522-7100 x114
Direct: 713-866-8114
Cell: 713-816-6621
Facsimile: 713-522-0744
Online: www.ultrastaff.com

Email: jws@ultrastaff.com



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From: McWhorter, Sharon C. [<mailto:scmcwhor@texaschildrens.org>]
Sent: Tuesday, April 05, 2016 1:44 PM
To: Jolyn Scheirman
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan

JWS Health Consultants
 Ms. Jolyn Scheirman

Dear Ms. Scheirman:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
 Sharon

Sharon McWhorter
 Director, Controls and Compliance
 Texas Children's Health Plan - Finance
 832-828-1022 office
 832-825-8999 fax
scmcwhor@texaschildrenshospital.org

CONFIDENTIALITY NOTICE:

The information in this e-mail may be confidential and/or privileged. If you are not the intended recipient or an

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 629-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-subcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 3 Description: Translation Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cpa.state.tx.us/passcmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Number)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Crabtree Interpreting Services	1461291672700	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Translation Focus, LLC	1473058891101	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
The Language Bridge	1460946571200	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 520-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 3 Description: Translation Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at
- <http://mycna.cpa.state.tx.us/nasscmblsearch/index.jsp>
- . HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter fiscal agency numbers. If you do not know their VID / EIN, leave their VID / EIN self blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Vendor selection process has not been completed so a	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$28,292	2.4 %
vendor has not yet been named.	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is
- not
- a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

The Center did not receive any responses to this RFP subcontracting opportunity from Texas certified HUB vendors. Translation Focus called on 04/13/2016 and said they would be submitting an application; however, as of 04/19/2016, no information has been received from that vendor.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 4:51 PM
To: 'rachel@crabtreeinterpreting.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB.Translation.docx

Crabtree Interpreting Services
Ms. Rachel Brown

Dear Ms. Brown:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094) . As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.	
A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

- B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

- C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



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The best decision a family can make.

Translation Services

Description of scope of work to be subcontracted:

The scope of work for translation services includes the translation of written material within 3-5 days of receipt. This may include writing, editing and proofreading services pertaining to multilingual and multicultural populations. Written correspondence may include business documents such as letters, directories, brochures and marketing or promotional materials. Also included in the scope are translation services to assist in communicating with non-English speaking members.

Additional requirements that must be met for these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing translation services
- Certified or accredited translators are preferred.
- Subcontractor must have translation experience for the following languages: Spanish (primarily), Vietnamese, Talalog, Chinese, Hindu and Urdu.
- Translation should be provided in the dialect of referenced language most frequently spoken in the Houston, Texas area.
- Samples of your work must be provided.

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract



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Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:56 PM
To: 'ezequiel@tfocususa.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB.Translation.docx

Translation Focus, LLC
Mr. Ezequiel Quijano

Dear Mr. Quijano:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.	
A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:	Printed Name:
Title:	Date:



**Texas Children's
Health Plan**

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Translation Services

Description of scope of work to be subcontracted:

The scope of work for translation services includes the translation of written material within 3-5 days of receipt. This may include writing, editing and proofreading services pertaining to multilingual and multicultural populations. Written correspondence may include business documents such as letters, directories, brochures and marketing or promotional materials. Also included in the scope are translation services to assist in communicating with non-English speaking members.

Additional requirements that must be met for these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing translation services
- Certified or accredited translators are preferred.
- Subcontractor must have translation experience for the following languages: Spanish (primarily), Vietnamese, Talalog, Chinese, Hindu and Urdu.
- Translation should be provided in the dialect of referenced language most frequently spoken in the Houston, Texas area.
- Samples of your work must be provided.

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract



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Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 1:54 PM
To: 'lorena@thelanguagebridge.net'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB.Translation.docx

The Language Bridge
Ms. Lorena Parada-Valdes

Dear Ms. Parada-Valdes:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.	
A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



**Texas Children's
Health Plan**

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Translation Services

Description of scope of work to be subcontracted:

The scope of work for translation services includes the translation of written material within 3-5 days of receipt. This may include writing, editing and proofreading services pertaining to multilingual and multicultural populations. Written correspondence may include business documents such as letters, directories, brochures and marketing or promotional materials. Also included in the scope are translation services to assist in communicating with non-English speaking members.

Additional requirements that must be met for these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing translation services
- Certified or accredited translators are preferred.
- Subcontractor must have translation experience for the following languages: Spanish (primarily), Vietnamese, Tagalog, Chinese, Hindi and Urdu.
- Translation should be provided in the dialect of referenced language most frequently spoken in the Houston, Texas area.
- Samples of your work must be provided.

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

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- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract



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Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 02/15

Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-subcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 4 Description: Transportation Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cna.state.tx.us/gassemb/search/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond? <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Cynthia's Manhattan Limousine	1760628569200	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Clark Travel Enterprises, LLC	1800337414900	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Continental Business and Charters	1780856477600	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/rwdb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted? <input type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Texas Children's Health Plan - The Center for Children and Women Requisition #: 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 4 Description: Transportation Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at
- <http://mycpa.cpa.state.tx.us/assemblesearch/index.jsp>
- . HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Yellow Cab	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	74-1721398	\$ 1,765	.1 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is
- not
- a Texas certified HUB, provide
- written
- justification for your selection process (attach additional page if necessary):

The Center did not receive any responses to this RFP subcontracting opportunity from Texas certified HUB vendors. As mentioned in the Communication Log, John from City Transport Services did call to get more information on the subcontracting opportunity. However, a written response was never received.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 2:18 PM
To: 'info@cynthiaslimo.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB.Transportation.docx

Cynthia's Manhattan Limousine
Ms. Cynthia Karkoska

Dear Ms. Karkoska:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document. A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



**Texas Children's
Health Plan**

The best decision a family can make

Transportation Services

Description of scope of work to be subcontracted:

The scope of work for this subcontracting opportunity is to provide the transportation for our members to their physician appointments.

Additional requirements that must be met for these services include:

- Subcontractor must have a minimum of 5 years in providing transportation services
- Certified or accredited transportation subcontractors are preferred

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:



**Texas Children's
Health Plan**

The best decision a family can make.

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 2:03 PM
To: 'victoria@clarktravel.net'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB Transportation.docx

Clark Travel Enterprises
Ms. Victoria Clark

Dear Ms. Clark:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years in Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.	
A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:

**Texas Children's
Health Plan***The best decision a family can make***Transportation Services****Description of scope of work to be subcontracted:**

The scope of work for this subcontracting opportunity is to provide the transportation for our members to their physician appointments.

Additional requirements that must be met for these services include:

- Subcontractor must have a minimum of 5 years in providing transportation services
- Certified or accredited transportation subcontractors are preferred

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:



**Texas Children's
Health Plan**

The best decision a family can make

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 2:01 PM
To: 'continentalbuslines@juno.com'
Subject: FW: HUB Subcontracting Opportunity with Texas Children's Health Plan
Attachments: Form for HUBs to Complete-FINAL.docx; Letter to HUB.Transportation.docx

Continental Business and Charters
Mr. Jose Morales

Dear Mr. Morales:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in that program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this email to serve as notification of the attached subcontracting opportunity. Should you have interest in providing these services, please fill out the attached Subcontractor HUB Opportunity Form and email that back to me no later than April 14, 2016. We hope you will consider this great opportunity and look forward to hearing back from you soon.

Thank you,
Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



Subcontractor HUB Opportunity Form
RFP – Healthy Texas Women's Program 529-16-0094

1. Legal Company Name:	
2. Address:	
3. Contact Name and Title:	
4. Phone & Fax Number:	7. Email Address:
5. Federal Tax ID Number:	8. HUB ID Number:
6. Number of Employees:	9. Years In Business:
10. Check all that apply: Small Business Yes _____ No _____ Minority Owned Business Yes _____ No _____ Woman Owned Business Yes _____ No _____	
11. Indicate the subcontracted service your organization is interested in: <input type="checkbox"/> Transportation Services <input type="checkbox"/> Copy Services <input type="checkbox"/> Courier Services <input type="checkbox"/> Cultural Sensitivity/Diversity Training <input type="checkbox"/> Equipment Rental Services <input type="checkbox"/> Giveaways and Collateral Services <input type="checkbox"/> Hospital and Complex Care Bill Audits/Peer Review <input type="checkbox"/> Special Population Program Services	<input type="checkbox"/> Information Services-Consulting/Programming <input type="checkbox"/> Member and Provider Satisfaction Surveys/Analytics <input type="checkbox"/> Nurse Hotline and Call Center Triage Services <input type="checkbox"/> Outbound Telephone Call Services <input type="checkbox"/> Physician Review Services <input type="checkbox"/> Printing Services <input type="checkbox"/> Recruitment and Temporary Staffing <input type="checkbox"/> Translation Services
12. Experience and Qualifications: Please respond to the following questions using the space provided. If more space is needed, feel free to provide description by attaching additional pages in a separate document.	
A. Describe the capabilities of your organization and why it is qualified to provide the subcontracted services you have indicated above. <u>Please provide any documents that support your qualifications.</u>	

- B. Describe your organization's experience with the Medicaid and CHIP population (Children and People with Disabilities) or any related experience. Please provide any documents that support your experience.

- C. Describe any experience working as a subcontractor providing similar services.

13. Do you maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate with respect to the duties and obligations under the contract agreement? Yes _____ No _____

Will you ensure that any of your personnel who provide Services under this agreement are screened for criminal background activity for the seven years preceding the effective date of the contract? Yes _____ No _____

Do you agree to comply with the Texas Children's Materials Management procurement process and pay the associated fees for registering as a vendor with our company? Yes _____ No _____

Has your organization or any of your officers, directors, or agents ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program? Yes _____ No _____ If Yes, please provide a detailed explanation.

14. References: Please provide three (3) clients for which you have provided services that we may contact. Include the organization name, contact name and approximate annual dollar value of services provided.

A. Reference 1:

B. Reference 2:

C. Reference 3:

Additional Comments:

(Please attach a sample of your work if possible)

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1 and that the information and supporting documentation submitted with this form is true and correct.

Signature:

Printed Name:

Title:

Date:



**Texas Children's
Health Plan**

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Transportation Services

Description of scope of work to be subcontracted:

The scope of work for this subcontracting opportunity is to provide the transportation for our members to their physician appointments.

Additional requirements that must be met for these services include:

- Subcontractor must have a minimum of 5 years in providing transportation services
- Certified or accredited transportation subcontractors are preferred

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:



**Texas Children's
Health Plan**

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Mailing Address:

Texas Children's Health Plan, Inc.

Finance Department – NB8302

P.O. Box 301011

Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 5:15 PM
To: 'bids@wbea-texas.org'
Subject: HUB Subcontracting Opportunities for Texas Children's Health Plan
Attachments: Letter to HUB.Member Surveys.docx; Letter to HUB Recruitment Locum.docx; Letter to HUB.Translation.docx; Letter to HUB.Transportation.docx

Women's Business Enterprise Alliance

Ms. April Day

Dear Ms. Day:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094) . As a result of our planned participation in the program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this notice to serve as the official notification of the following administrative subcontracting opportunities under the Healthy Texas Women's program. The attached documents provide the statement of work and specific requirements for each subcontracting opportunity. We would appreciate your assistance in disseminating this notice to the members of your organization that are Texas certified Historically Underutilized Businesses (HUB).

This request is contingent upon HHSC contract award.

Administrative Services:

1. Member Satisfaction Surveys
2. Personnel/Temporary Staffing
3. Translation Services
4. Transportation Services

Thank you,

Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



**Texas Children's
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Member Satisfaction Surveys and Analytics

Description of scope of work to be subcontracted:

The scope of work to be provided for this subcontracting opportunity includes the administration of member satisfaction surveys. Selection of a statistically valid semi-randomized sample of members will be selected and interviewed.

Subcontractor requirements for providing these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must be NCQA Certified
- Subcontractor must be able to support mail and telephonic surveys
- Subcontractor must be able to conduct surveys in Spanish and English
- Subcontractor must have a web portal for the client to log-in and view data snapshots that are in easy to read user friendly formats
- Available data must be relevant from a timing perspective to allow for timely interventions, if needed
- Subcontractor must be able to respond to various data requests, e.g. "What percentage of patients whose primary language is Spanish responded to the survey?"
- Subcontractor must produce an adequate sample size (min of n=30) for each provider
- Subcontractor must be able to provide monthly patient satisfaction data at the practice level
- Subcontractor must be able to provide quarterly patient satisfaction data at the practice level and individual provider level
- Subcontractor must be able to provide an annual patient satisfaction report
- Subcontractor must be able to display data with the following segments:
 - Each individual clinic
 - Each service line, e.g. OB as a roll up across all clinics
 - Each practice location
 - Complete roll up as The Center for Children and Women
- Subcontractor must have a minimum of 10 years in providing telephonic/mail survey and analytic services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

**Texas Children's
Health Plan***The best decision a family can make***Information about bonding and insurance requirements:**

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.



**Texas Children's
Health Plan**

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Recruitment and Temporary Staffing

Description of scope of work to be subcontracted:

The scope of work for providing recruitment and temporary staffing solutions includes supplying temporary staffing and staff augmentation for obstetric and gynecological MD positions needed to meet locum tenens responsibilities under the Texas Healthy Women program.

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing recruitment services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide obstetrician/gynecologists with at least 5 years of recent experience
- Subcontractor must provide opportunities for interview prior to placement
- Subcontractor must handle all licensing, credentialing and travel-related details
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees



**Texas Children's
Health Plan**

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Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.



**Texas Children's
Health Plan**

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Translation Services

Description of scope of work to be subcontracted:

The scope of work for translation services includes the translation of written material within 3-5 days of receipt. This may include writing, editing and proofreading services pertaining to multilingual and multicultural populations. Written correspondence may include business documents such as letters, directories, brochures and marketing or promotional materials. Also included in the scope are translation services to assist in communicating with non-English speaking members.

Additional requirements that must be met for these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing translation services
- Certified or accredited translators are preferred.
- Subcontractor must have translation experience for the following languages: Spanish (primarily), Vietnamese, Tagalog, Chinese, Hindi and Urdu.
- Translation should be provided in the dialect of referenced language most frequently spoken in the Houston, Texas area.
- Samples of your work must be provided.

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract



**Texas Children's
Health Plan**

The best decision a family can make.

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – N88302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

**Texas Children's
Health Plan***The best decision a family can make***Transportation Services****Description of scope of work to be subcontracted:**

The scope of work for this subcontracting opportunity is to provide the transportation for our members to their physician appointments.

Additional requirements that must be met for these services include:

- Subcontractor must have a minimum of 5 years in providing transportation services
- Certified or accredited transportation subcontractors are preferred

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:



**Texas Children's
Health Plan**

The best decision a family can make

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

McWhorter, Sharon C.

From: McWhorter, Sharon C.
Sent: Tuesday, April 05, 2016 5:16 PM
To: 'lwilliams@wbcsouthwest.org'
Subject: FW: HUB Subcontracting Opportunities for Texas Children's Health Plan
Attachments: Letter to HUB.Member Surveys.docx; Letter to HUB Recruitment Locum.docx; Letter to HUB.Translation.docx; Letter to HUB.Transportation.docx

Women's Business Council - Southwest

Ms. Lauren Williams

Dear Ms. Williams:

Texas Children's Health Plan is participating in an RFP to contract with the State of Texas for the Healthy Texas Women's Program (RFP No. 529-16-0094). As a result of our planned participation in the program, Texas Children's Health Plan wishes to expand its utilization of Historically Underutilized Business (HUB) vendors to provide program services. Please allow this notice to serve as the official notification of the following administrative subcontracting opportunities under the Healthy Texas Women's program. The attached documents provide the statement of work and specific requirements for each subcontracting opportunity. We would appreciate your assistance in disseminating this notice to the members of your organization that are Texas certified Historically Underutilized Businesses (HUB).

This request is contingent upon HHSC contract award.

Administrative Services:

1. Member Satisfaction Surveys
2. Personnel/Temporary Staffing
3. Translation Services
4. Transportation Services

Thank you,

Sharon

Sharon McWhorter
Director, Controls and Compliance
Texas Children's Health Plan - Finance
832-828-1022 office
832-825-8999 fax
scmcwhor@texaschildrenshospital.org



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Member Satisfaction Surveys and Analytics

Description of scope of work to be subcontracted:

The scope of work to be provided for this subcontracting opportunity includes the administration of member satisfaction surveys. Selection of a statistically valid semi-randomized sample of members will be selected and interviewed.

Subcontractor requirements for providing these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must be NCQA Certified
- Subcontractor must be able to support mail and telephonic surveys
- Subcontractor must be able to conduct surveys in Spanish and English
- Subcontractor must have a web portal for the client to log-in and view data snap shots that are in easy to read user friendly formats
- Available data must be relevant from a timing perspective to allow for timely interventions, if needed
- Subcontractor must be able to respond to various data requests, e.g. "What percentage of patients whose primary language is Spanish responded to the survey?"
- Subcontractor must produce an adequate sample size (min of n=30) for each provider
- Subcontractor must be able to provide monthly patient satisfaction data at the practice level
- Subcontractor must be able to provide quarterly patient satisfaction data at the practice level and individual provider level
- Subcontractor must be able to provide an annual patient satisfaction report
- Subcontractor must be able to display data with the following segments:
 - Each individual clinic
 - Each service line, e.g. OB as a roll up across all clinics
 - Each practice location
 - Complete roll up as The Center for Children and Women
- Subcontractor must have a minimum of 10 years in providing telephonic/mail survey and analytic services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

**Texas Children's
Health Plan***The best decision a family can make***Information about bonding and insurance requirements:**

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.



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Recruitment and Temporary Staffing

Description of scope of work to be subcontracted:

The scope of work for providing recruitment and temporary staffing solutions includes supplying temporary staffing and staff augmentation for obstetric and gynecological MD positions needed to meet locum tenens responsibilities under the Texas Healthy Women program.

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing recruitment services

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide obstetrician/gynecologists with at least 5 years of recent experience
- Subcontractor must provide opportunities for interview prior to placement
- Subcontractor must handle all licensing, credentialing and travel-related details
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees



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Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

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Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.



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Translation Services

Description of scope of work to be subcontracted:

The scope of work for translation services includes the translation of written material within 3-5 days of receipt. This may include writing, editing and proofreading services pertaining to multilingual and multicultural populations. Written correspondence may include business documents such as letters, directories, brochures and marketing or promotional materials. Also included in the scope are translation services to assist in communicating with non-English speaking members.

Additional requirements that must be met for these services include:

- Subcontractor must have previous experience serving Medicaid and CHIP clients
- Subcontractor must have a minimum of 10 years in providing translation services
- Certified or accredited translators are preferred.
- Subcontractor must have translation experience for the following languages: Spanish (primarily), Vietnamese, Talalog, Chinese, Hindu and Urdu.
- Translation should be provided in the dialect of referenced language most frequently spoken in the Houston, Texas area.
- Samples of your work must be provided.

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract



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Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:

Mailing Address:

Texas Children's Health Plan, Inc.
Finance Department – NB8302
P.O. Box 301011
Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

**Texas Children's
Health Plan***The best decision a family can make***Transportation Services****Description of scope of work to be subcontracted:**

The scope of work for this subcontracting opportunity is to provide the transportation for our members to their physician appointments.

Additional requirements that must be met for these services include:

- Subcontractor must have a minimum of 5 years in providing transportation services
- Certified or accredited transportation subcontractors are preferred

Information regarding the location to review project plans or specifications:

Texas Children's Health Plan can be contacted at the following address for any additional specifications relating to this request:

Physical Location:

Texas Children's Health Plan, Inc.
2450 Holcombe Blvd, Suite 34L
Houston, TX 77021

Information about bonding and insurance requirements:

- Subcontractor must maintain comprehensive general and professional liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to its duties and obligations under the contract agreement
- Subcontractor must maintain worker's compensation insurance for its employees who provide services under this contract

Required qualifications and other contract requirements:

- Subcontractor must provide evidence of a valid Texas HUB Certification
- Subcontractor must provide a written description demonstrating your company's ability to perform the duties and responsibilities outlined in the scope of work
- Subcontractor's personnel must undergo a screen for criminal background activity and subcontractor must be able to represent that its employees, officers, directors, and agents have never been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program.
- Subcontractor must comply with Texas Children's Hospital's Materials Management procurement process and agree to register through Vendormate and pay all associated fees

Description of how the subcontractor can contact the respondent:

The contact for administrative subcontracting opportunities is Sharon McWhorter, Director, Controls and Compliance. Ms. McWhorter may be contacted by email at scmcwhor@texaschildrens.org or by mail at the following address:



**Texas Children's
Health Plan**

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Mailing Address:

Texas Children's Health Plan, Inc.

Finance Department – NB8302

P.O. Box 301011

Houston, TX 77230-1011

The response to this RFP HUB Subcontracting Opportunity must be received no later than April 14, 2016.

Texas Children's Health Plan - The Center for Children and Women

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Texas Children's Health Plan
 Communication Log for Healthy Texas Women
 RFP# 529 16 0094





Date/Time of Communication	Type of Communication	Subcontracting Opportunity	Vendor Name	VIN #	Vendor Contact	Discussion Topic
4/6/2016 1:23 pm	phone call	Transportation	City Transport Services	1464506830600	John	Potential vendor wanted to know if services would be needed in Houston area only. He and his partners were assessing whether to bid on the subcontracting opportunity. They received notification of opportunity through the minority trade organization posting.
4/6/2016 8:29 am	email from vendor	Member Surveys	Bloom Communications	1271560790400	Brianna McKinney	Sent list of qualifications they did not meet and asked us to contact them if we wanted to speak with them.
4/6/2016 2:32 pm	email to vendor	Member Surveys	Bloom Communications	1271560790400	Brianna McKinney	TCHP must have NCQA vendor so the response was sent to the vendor.
4/13/2016 8:32 am	phone call 713 816 6621	Personnel/Temporary Staffing	Physician Resources, Inc.	1760329606600	Jolynn Sherman	Wanted to let me know she was sending in the application form to subcontract with The Center.
4/13/2016 10:32 am	email from vendor	Personnel/Temporary Staffing	Physician Resources, Inc.	1760329606600	Jolynn Sherman	Sent in application with attachments.
4/13/2016 10:38 am	phone call 713 816 6621	Personnel/Temporary Staffing	Physician Resources, Inc.	1760329606600	Jolynn Sherman	Called to make sure we received the documents.
4/13/2016 11:20 am	email to vendor	Personnel/Temporary Staffing	Physician Resources, Inc.	1760329606600	Jolynn Sherman	Acknowledged that TCHP received the vendor's information.
4/13/2016 3:07 pm	email from vendor	Personnel/Temporary Staffing	Physician Resources, Inc.	1760329606600	Jolynn Sherman	Offer to help with staffing confirmed by vendor.
4/13/2016 4:45 pm	call from vendor	Translation Services	Translation Focus, LLC	1473058891101	Mr. Quijano (son)	Called to let me know he plans to submit an application no later than tomorrow. However, no information was received.

Healthy Texas Women Proposal
 May 2, 2016

3.8.1.7 Section 7 – CERTIFICATION AND OTHER REQUIRED FORMS

REQUIRED FORM 1: CHILD SUPPORT CERTIFICATION

Legal Business Name of Respondent: Texas Children's Health Plan – The Center for Children and Women

	State of Texas Health & Human Services Commission Child Support Certification										
I.											
<p>Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to</p> <ul style="list-style-type: none">• a person who is more than 30 days delinquent in the payment of child support, and• a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%. <p>Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until</p> <ul style="list-style-type: none">• all arrearages have been paid, or• the person is in compliance with a written repayment agreement or court order as to any existing delinquency. <p>Section 231.006 further requires each bid, or application for a contract, grant, or loan to include</p> <ul style="list-style-type: none">• the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and• the statement in Part III below. <p>Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.</p>											
II.											
<p>In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.</p> <table style="width: 100%;"><thead><tr><th style="width: 50%; text-align: center;">Name</th><th style="width: 50%; text-align: center;">Social Security #</th></tr></thead><tbody><tr><td style="text-align: center;">N/A</td><td style="text-align: center;">N/A</td></tr><tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td></tr><tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td></tr><tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td></tr></tbody></table>		Name	Social Security #	N/A	N/A	_____	_____	_____	_____	_____	_____
Name	Social Security #										
N/A	N/A										
_____	_____										
_____	_____										
_____	_____										
III.											
<p>As required by Section 231.006, the undersigned certifies the following:</p> <p><i>"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."</i></p> <table style="width: 100%;"><tr><td style="width: 50%;"> _____ Signature</td><td style="width: 50%; text-align: right;">Director, Community Initiatives _____ Title</td></tr><tr><td style="text-align: center;">Tangula Taylor _____ Printed Name</td><td style="text-align: right;">4/19/2016 _____ Date</td></tr></table>		 _____ Signature	Director, Community Initiatives _____ Title	Tangula Taylor _____ Printed Name	4/19/2016 _____ Date						
 _____ Signature	Director, Community Initiatives _____ Title										
Tangula Taylor _____ Printed Name	4/19/2016 _____ Date										

REQUIRED FORM 2: DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF COVERAGE CONTRACTS

Legal Business Name of Respondent: Texas Children's Health Plan – The Center for Children and Women

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?..... ☒ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Texas Children's Health Plan – The Center for Children and Women	Vendor ID No. or Social Security No. 46-1392824	HHSC Contract No. (if applicable) 529-16-0094
--	--	--

 4/19/2016
Signature of Authorized Representative Date

Printed/Typed Name and Title of Authorized Representative
Tangula Taylor, Director, Community Initiatives

REQUIRED FORM 3: REQUIRED CERTIFICATIONS

Legal Business Name of Respondent: Texas Children's Health Plan – The Center for Children and Women

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094Respondent Name: Texas Children's Health Plan –
The Center for Children and Women**Required Certifications**

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 180 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

HUB Rev 2/09/07

HHSC RFP No. 529-16-0094

Respondent Name Texas Children's Health Plan -
The Center for Children and Women

- 8 The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
- 9 Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.
- 10 The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
- 11 The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
- 12 The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
- 13 Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 14 Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
- 15 The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
- 16 Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- 17 The respondent acknowledges all addenda and amendments to the RFP.


SignatureTangula Taylor
Printed NameDirector, Community Initiatives
Title4/19/2016
Date

REQUIRED FORM 4: FEDERAL LOBBYING CERTIFICATION**Legal Business Name of Respondent:****Texas Children's Health Plan – The Center for Children and Women****CERTIFICATION REGARDING FEDERAL LOBBYING**
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**PREAMBLE:**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms.

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement."

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action,
- providing any information specifically requested by a federal agency or Congress,
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action, or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant, loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-L.L.L.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor Texas Children's Health Plan - The Center for Children and Women	Vendor ID No. or Social Security No. 46-1392824	HHSC Contract No. (if applicable) 529-16-0094
---	--	--

Name of Authorized Representative (type or print) Tangula Taylor	Title Director, Community Initiatives
---	--



Signature-Authorize Representative

 4/19/2016
 Date

 HHSC
 4/20/16

REQUIRED FORM 5: ANTI-TRUST CERTIFICATION**Legal Business Name of
Respondent:**

Texas Children's Health Plan – The Center for Children and Women

Form Number: CPP0434

HHSC Contract No. 529-16-0094**TEXAS HEALTH AND HUMAN SERVICES COMMISSION****ANTI-TRUST CERTIFICATION****STATE OF TEXAS****COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

Texas Children's Health Plan – The Center for Children and Women
Name of Contractor/Vendor

4/19/2014

Date

Tangula Taylor

Printed Name of Individual

Director, Community Initiatives

Title of Individual

Effective Date: 04/02/2007

Revision Date:

REQUIRED FORM 6: RESPONDENT INFORMATION AND DISCLOSURES

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094Respondent's Name: Texas Children's Health Plan – The Center for Children and Women**Part 1: General Respondent Information.**

1. Organization's Legal Name: Texas Children's Health Plan – The Center
2. Doing Business As: Texas Children's Health Plan – The Center for Children and Women
3. Physical Address: 700 N. Sam Houston Pkwy W., Hou, TX 77067 and 9700 Bissonnet, Ste 1000W, Hou, TX 77036
4. Mailing Address: Same as Above
5. Taxpayer Identification Number: 46-1392824
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: Texas Children's Health Plan
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity
11. CISV Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Person Who Will Sign the Contract: | <ol style="list-style-type: none"> 2. Primary Contact for Proposal Questions: |
| Name: <u>Tangula Taylor</u> | Name: <u>Lisa Hollier</u> |
| Title: <u>Director, Community Initiatives</u> | Title: <u>Medical Director, OB/GYN</u> |
| Mailing Address: <u>2450 Holcombe Blvd, 30L</u> | Mailing Address: <u>6621 Fannin</u> |
| <u>Houston, TX 77021</u> | <u>Houston, TX 77030</u> |
| Telephone: <u>832-828-1540</u> | Telephone: <u>832-828-1543</u> |
| Fax: <u>832-825-9461</u> | Fax: <u>832-825-9461</u> |
| E-mail: <u>ttaylor@texaschildrens.org</u> | E-mail: <u>lmhollier@texaschildrens.org</u> |

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: Informedia Group, Inc.
2. Doing Business As: Carenet Healthcare Services

3. Physical Address: 11845 IH 10 West, Suite 400 San Antonio, TX 78230

4. Mailing Address: Same as Above

5. Taxpayer Identification Number: 74-0879286

6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity

☐ Governmental Entity

7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company

☐ Partnership ☐ Limited (Liability) Partnership

☐ Joint Venture ☐ Sole Proprietorship

☐ Other (specify): _____

8. State of Incorporation, If Applicable: Texas

9. Name of Parent Entity, If Applicable: _____

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A

2. Job title at termination of state employment: N/A

3. Date of termination of state employment: N/A

4. Annual rate of compensation at termination: N/A

5. Description of job responsibilities while state employee: N/A

6. If the former state employee worked on matters relating to the RFP, describe those matters:

N/A

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094

Respondent's Name: Texas Children's Health Plan – The Center for Children and Women**Respondent Information and Disclosures****Part 1: General Respondent Information.**

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3. Physical Address: 700 N. Sam Houston Pkwy W., Hou, TX 77067 and 9700 Bissonnet, Ste 1000W, Hou, TX 77036
4. Mailing Address: Same as Above
5. Taxpayer Identification Number: 46-1392824
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: Texas Children's Health Plan
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity
11. CISV Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|--|--|
| 1. Person Who Will Sign the Contract:
Name: <u>Tangula Taylor</u>
Title: <u>Director, Community Initiatives</u>
Mailing Address: <u>2450 Holcombe Blvd, 30L</u>
<u>Houston, TX 77021</u>
Telephone: <u>832-828-1540</u>
Fax: <u>832-825-9461</u>
E-mail: <u>ttaylor@texaschildrens.org</u> | 2. Primary Contact for Proposal Questions:
Name: <u>Lisa Hollier</u>
Title: <u>Medical Director, OB/GYN</u>
Mailing Address: <u>6621 Fannin</u>
<u>Houston, TX 77030</u>
Telephone: <u>832-828-1543</u>
Fax: <u>832-825-9461</u>
E-mail: <u>lmhollier@texaschildrens.org</u> |
|--|--|

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: Navitus Health Solutions, LLC
2. Doing Business As: Navitus and Navitus Health Solutions are registered trademarks

3. Physical Address: 2601 West Beltline Highway, Suite 600, Madison, WI 53713
4. Mailing Address: Same as Above
5. Taxpayer Identification Number: 04-360-8530
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Wisconsin
9. Name of Parent Entity, If Applicable: SSM Health Care Corporation
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: Not Applicable
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

Not applicable. As stated in our standard client contract: Upon request by Client, Navitus will disclose to Client

a) the existence of organizational arrangements that could potentially create a conflict of interest that affects clinical or financial decisions; b) sources of revenue as it relates to the Client's contract; and c) pricing structure for pharmacy benefit management services including rebate structure and administrative fees.

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

Not applicable. We have never been a part of a litigation regarding our provision of services as a PBM or for any reason

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. *List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.*

None

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): *Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.*

1. Proposal Section: None

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094

Respondent's Name: Texas Children's Health Plan – The Center for Children and Women**Respondent Information and Disclosures****Part 1: General Respondent Information.**

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4. Mailing Address: Same as Above
5. Taxpayer Identification Number: 46-1392824
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: Texas Children's Health Plan
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity
11. CISV Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|--|--|
| <p>1. Person Who Will Sign the Contract:</p> <p>Name: <u>Tangula Taylor</u></p> <p>Title: <u>Director, Community Initiatives</u></p> <p>Mailing Address: <u>2450 Holcombe Blvd, 30L</u>
 <u>Houston, TX 77021</u></p> <p>Telephone: <u>832-828-1540</u></p> <p>Fax: <u>832-825-9461</u></p> <p>E-mail: <u>ttaylor@texaschildrens.org</u></p> | <p>2. Primary Contact for Proposal Questions:</p> <p>Name: <u>Lisa Hollier</u></p> <p>Title: <u>Medical Director, OB/GYN</u></p> <p>Mailing Address: <u>6621 Fannin</u>
 <u>Houston, TX 77030</u></p> <p>Telephone: <u>832-828-1543</u></p> <p>Fax: <u>832-825-9461</u></p> <p>E-mail: <u>lmhollier@texaschildrens.org</u></p> |
|--|--|

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: TriZetto Corporation
2. Doing Business As: TriZetto Corporation

3. Physical Address: 9655 Maroon Circle, Englewood, CO 80112
4. Mailing Address: Same as Above
5. Taxpayer Identification Number: 33-0761159
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Delaware
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: To the best of our knowledge, no personnel have worked for HHSC or other HHSC agencies.

2. Job title at termination of state employment: N/A

3. Date of termination of state employment: N/A

4. Annual rate of compensation at termination: N/A

5. Description of job responsibilities while state employee: N/A

6. If the former state employee worked on matters relating to the RFP, describe those matters:

N/A

Have you attached additional pages for Part 4? ☐ Yes ☒ No

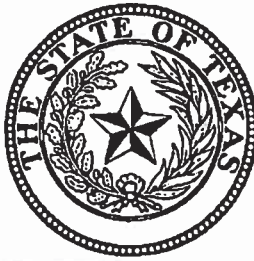
Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

TriZetto has a Code of Business and Ethics that all employees read and sign at the time of hire and annually there
After. In our annual review, TriZetto also includes a way for employees to document any conflict of interest or
Simply mark no conflicts known at this time. Additionally, TriZetto utilizes a corporate hotline for employees,
Vendors or customers to report any misconduct or potential conflicts.

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

TriZetto Corporation has no material litigation.



**State of Texas
Health & Human Services Commission**

Nondisclosure Statement

Acknowledgment

As a contractor to the Texas Health & Human Services Commission, I have been provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential by the Health & Human Services Commission, the State of Texas, or the United States Government. As such, I acknowledge the following:

- that my access to this information is provided solely in my capacity as a contractor to the Texas Health & Human Services Commission;
- that access to this information is solely for the purpose of discharging my duties or the duties of my employer under Texas Health & Human Services Commission contract number HHSC- 529-16-0094;
- that premature or unauthorized disclosure of this information will irreparably harm the interests of the State of Texas and the Texas Health & Human Services Commission and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act [chapter 552, Texas Government Code];
- that the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law.

Agreement

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as a contractor to the Texas Health & Human Services Commission – whether written or oral, formal or informal – for the following purposes only:

- to provide the services and/or deliverables required or requested under contract number HHSC-529-16-0094;
- to provide advice, opinion or recommendation requested by the Texas Health & Human Services Commission in the course of fulfilling the duties prescribed under the contract;
- to assist the Texas Health & Human Services Commission in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the contract.

I further agree that I shall regard any such information as confidential and that I shall not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:

- when authorized in writing by the Project Manager employed by the Texas Health & Human Services Commission;
- when required by court order, subpoena, or ruling of the Attorney General of Texas;
- when advised by legal counsel that disclosure is required by law or legal process;
- when the information has previously been released to the general public by the Project Manager, the Texas Health & Human Services Commission;
- when required to brief or inform a superior, provided the superior is informed of and has also executed a non-disclosure statement.

In the event I receive a request for information relating to contract number HHSC-529-16-0094, either during or after the performance of this contract, I agree to do the following:

- notify the Project Manager or the Texas Health & Human Services Commission as soon as practical following receipt of the request;
- seek advice from appropriate legal counsel regarding my ability to disclose the information.

By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.

Signature

Tangula Taylor

Printed Name

Date

4/19/2016



TEXAS
Health and Human
Services System

HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: TCHP The Center for Children and Women Address: 700 North Sam Houston Parkway West City: Houston State: TX ZIP: 77067 Main Telephone #: 832-828-1005 Website: www.jointhecenter.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 35
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 10
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Name: Myra Davis, Sr. Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-3501 Email Address: mldavis1@texaschildrens.org B. Privacy Official: Name: Lance Lightfoot, Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-1229 Email Address: llightf@texaschildrens.org
5. HHS Agency Information Provide the following information if known.	
Contract Mgr: Mahsa Azadi, CTPM	Email Address: Mahsa.Azadi@hhsc.state.tx.us Agency: HHSC
Telephone #: 5,124,062,410	Requesting Dept: Procurement and Contr PO/Contract #: 529-16-0094

CISO-001-NDQ (09/15) A+

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6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 139
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	136
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	0
c. Cloud Services. Number of Cloud Services in use.	0
d. Data Centers. Number of Data Centers in use.	3
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year: a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	Select Option <input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Update appropriate existing Center privacy policy or create new policy to contain language that speaks to restricting permissions or attempts to re-identify or further identify identified HHS Confidential Information as noted above.	<u>Compliance Date:</u> Jun 24, 2016

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k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Update appropriate existing Center privacy policy or create new policy to contain language that speaks to prohibiting disclosure of work product done on behalf of HHS and include language addressing publishing HHS Confidential Information without expressed prior approval.	<u>Compliance Date:</u> Jun 24, 2016
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	<input type="checkbox"/> No Electronic Systems
1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>


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8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

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14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section D: Signature and Submission	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature:	Date:
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) Attach it to an email to InfoSecurity@hhsc.state.tx.us. 	
	



HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
 Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: TCHP The Center for Children and Women Address: 9700 Bissonnet Suite 1000W City: Houston State: TX ZIP: 77036 Main Telephone #: 832-828-1005 Website: www.jointhecenter.org		
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 30		
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 10		
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<table border="1"> <tr> <td data-bbox="812 1081 1498 1407"> A. Security Official: Name: Myra Davis, Sr. Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-3501 Email Address: mldavis1@texaschildrens.org </td> <td data-bbox="812 1407 1498 1728"> B. Privacy Official: Name: Lance Lightfoot, Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-1229 Email Address: llightf@texaschildrens.org </td> </tr> </table>	A. Security Official: Name: Myra Davis, Sr. Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-3501 Email Address: mldavis1@texaschildrens.org	B. Privacy Official: Name: Lance Lightfoot, Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-1229 Email Address: llightf@texaschildrens.org
A. Security Official: Name: Myra Davis, Sr. Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-3501 Email Address: mldavis1@texaschildrens.org	B. Privacy Official: Name: Lance Lightfoot, Vice President Address: 6621 Fannin City: Houston State: TX ZIP: 77030 Telephone #: 832-824-1229 Email Address: llightf@texaschildrens.org		

5. HHS Agency Information Provide the following information if known.

Contract Mgr: Mahsa Azadi, CTPM

Email Address: Mahsa.Azadi@hhsc.state.tx.us

Agency: HHSC

Telephone #: 5,124,062,410

Requesting Dept: Procurement and Contr PO/Contract #: 529-16-0094

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6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 134
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	131
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	0
c. Cloud Services. Number of Cloud Services in use.	0
d. Data Centers. Number of Data Centers in use.	3
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

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f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Update appropriate existing Center privacy policy or create new policy to contain language that speaks to restricting permissions or attempts to re-identify or further identify identified HHS Confidential Information as noted above.	<u>Compliance Date:</u> Jun 24, 2016

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k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Update appropriate existing Center privacy policy or create new policy to contain language that speaks to prohibiting disclosure of work product done on behalf of HHS and include language addressing publishing HHS Confidential Information without expressed prior approval.	<u>Compliance Date:</u> Jun 24, 2016
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

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<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<input type="checkbox"/> No Electronic Systems
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

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3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>


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8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

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14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section D: Signature and Submission	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature:	Date:
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) Attach it to an email to InfoSecurity@hhsc.state.tx.us. <div data-bbox="386 1753 560 1816" style="text-align: center;">  </div>	

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0

HHSC Special Conditions – Version 1.0

Published and Effective: March 1, 2016

Responsible Office: Office of Chief Counsel, HHSC Contract Group



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

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Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

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the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

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2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

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- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

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performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

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- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

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responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

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ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

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AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

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Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

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all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

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ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

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14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

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14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

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“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3.CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS’s prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

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relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

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administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

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(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

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investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

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Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

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otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

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ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

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Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

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insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

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ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR**SUBCONTRACTOR**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____